



भारत का राजपत्र

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सं. 1] नई दिल्ली, दिसम्बर 30—जनवरी 5, 2019, शनिवार/पौष 9—पौष 15, 1940

No. 1] NEW DELHI, DECEMBER 30—JANUARY 5, 2019, SATURDAY/PAUSA 9—PAUSA 15, 1940

इस भाग में भिन्न पृष्ठ संख्या दी जाती है जिससे कि यह पृथक संकलन के रूप में रखा जा सके।
Separate Paging is given to this Part in order that it may be filed as a separate compilation

भाग II—खण्ड 3—उप-खण्ड (ii)

PART II—Section 3—Sub-section (ii)

भारत सरकार के मंत्रालयों (रक्षा मंत्रालय को छोड़कर) द्वारा जारी किए गए सांविधिक आदेश और अधिसूचनाएं।

Statutory Orders and Notifications Issued by the Ministries of the Government of India
(Other than the Ministry of Defence)

वित्त मंत्रालय (वित्तीय सेवाएं विभाग)

नई दिल्ली, 22 नवम्बर, 2018

का.आ. 1.— बैंककारी विनियमन अधिनियम, 1949 (1949 का 10) की धारा 53 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, भारतीय रिजर्व बैंक की सिफारिश पर एतद्वारा, यह घोषणा करती है कि उक्त अधिनियम की धारा 10 की उप-धारा (1) के खण्ड (ग) के उप-खण्ड (i) के उपवंश यूनियन बैंक आफ इंडिया पर लागू नहीं होंगे, जहां तक इसका संबंध बैंक के प्रबंध निदेशक एवं मुख्य कार्यकारी अधिकारी श्री राज किरन राय जी. को स्टार यूनियन दाई-ईची लाइफ इंश्योरेंस कंपनी लिमिटेड के बोर्ड में निदेशक के पद पर नामित करने से है।

[फा.सं. 13/2/2016-बीओ-I]

ज्ञानोत्तोष राय, अवर सचिव

MINISTRY OF FINANCE

(Department of Financial Services)

New Delhi, the 22nd November, 2018

S.O. 1.—In exercise of the powers conferred by sub-section (1) of section 53 of the Banking Regulation Act, 1949 (10 of 1949), the Central Government on the recommendation of the Reserve Bank of India, hereby declare that the provisions of sub-clause (i) of clause (c) of sub-section (1) of section 10 of the said Act shall not apply to Union Bank of India in relation to the nomination of Shri Raj Kiran Rai G., Managing Director and Chief Executive Officer, Union Bank of India on the Board of Star Union Dai-Ichi Life Insurance Company Limited as Director.

[F. No. 13/2/2016-BO-I]

JNANATOSH ROY, Under Secy.

नई दिल्ली, 4 दिसम्बर, 2018

का. आ. 2.—बैंककारी कंपनी (उपक्रमों का अर्जन एवं अंतरण) अधिनियम, 1970 की धारा 9 की उप-धारा (3) के खंड (ख) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, एतद्वारा, श्री आनंद मधुकर, विशेष कार्य अधिकारी (ओएसडी), भारत सरकार, वित्त मंत्रालय, वित्तीय सेवाएं विभाग को तत्काल प्रभाव से और अगले आदेशों तक, सुश्री सिंधु पिल्लई के स्थान पर यूको बैंक के निदेशक मण्डल में सरकारी नामिती निदेशक नामित करती है।

[फा. सं. 6/3/2012-बीओ-I]

ज्ञानोतोष राय, अवर सचिव

New Delhi the 4th December, 2018

S.O. 2.—In exercise of the powers conferred by clause (b) of sub-section (3) of section 9 of the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970, the Central Government hereby nominates Shri Anand Madhukar, Officer on Special Duty, Government of India, Ministry of Finance, Department of Financial Services as Government nominee Director on the Board of Directors of UCO Bank, with immediate effect and until further orders, *vice* Ms. Sindhu Pillai.

[F. No. 6/3/2012-BO-I]

JNANATOSH ROY, Under Secy.

नई दिल्ली, 11 दिसम्बर, 2018

का. आ. 3.—भारतीय रिजर्व बैंक अधिनियम, 1934 की धारा 11 की उप-धारा (6) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, एतद्वारा, भारतीय रिजर्व बैंक के गवर्नर डॉ. उर्जित आर. पटेल के त्याग-पत्र को स्वीकार करती है।

[फा. सं. 1/3/2013-बीओ-I]

ज्ञानोतोष राय, अवर सचिव

New Delhi, the 11th December, 2018

S.O. 3.—In exercise of the powers conferred by sub-section (6) of section 11 of the Reserve Bank of India Act, 1934, the Central Government, hereby accepts the resignation of Dr Urjit R. Patel as Governor, Reserve Bank of India.

[F. No. 1/3/2013-BO-I]

JNANATOSH ROY, Under Secy.

नई दिल्ली, 11 दिसम्बर, 2018

का. आ. 4.—भारतीय रिजर्व बैंक अधिनियम, 1934 की धारा 8 की उप-धारा (4) के साथ पठित उप-धारा (1) के खंड (क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, एतद्वारा, श्री शक्तिकांत दास, आईएएस सेवानिवृत्त (टीएन: 80), भूतपूर्व सचिव, आर्थिक कार्य विभाग को तीन वर्ष की अवधि के लिए भारतीय रिजर्व बैंक (आरबीआई) के गवर्नर के पद पर नियुक्त करती है।

[फा. सं. 1/3/2013-बीओ-I]

ज्ञानोतोष राय, अवर सचिव

New Delhi, the 11th December, 2018

S.O. 4.—In exercise of the powers conferred by clause (a) of sub-section (1) read with sub-section (4) of section 8 of the Reserve Bank of India Act, 1934, the Central Government hereby appoints Shri Shaktikanta Das, IAS Retd. (TN:80), former Secretary, Department of Economic Affairs, as Governor, Reserve Bank of India (RBI), for a period of three years.

[F. No. 1/3/2013-BO-I]

JNANATOSH ROY, Under Secy.

नई दिल्ली, 21 दिसम्बर, 2018

का. आ. 5.—भारतीय निर्यात-आयात बैंक अधिनियम, 1981 (1981 का 28) की धारा 6 की उप-धारा (1) के खंड (ग) के अनुसरण में, केन्द्रीय सरकार, एतद्वारा, आईडीबीआई बैंक के प्रबंध निदेशक एवं मुख्य कार्यकारी अधिकारी (एमडी एवं सीईओ) को तत्काल प्रभाव से अगले आदेशों तक, भारतीय निर्यात-आयात बैंक (एक्जिम बैंक) के निदेशक मण्डल में पदेन आधार पर निदेशक के पद पर नामित करती है।

[फा. सं. 9/16/2012-आईएफ-1]

सौम्यजित घोष, अवर सचिव

New Delhi, the 21st December, 2018

S.O. 5.—In pursuance of Clause (c) of sub-section (1) of Section 6 of the Export Import Bank of India Act, 1981 (28 of 1981), the Central Government hereby nominates MD&CEO, IDBI Bank as Director on ex-officio basis on the Board of Directors of Export Import Bank of India (EXIM Bank) with immediate effect until further orders.

[F. No. 9/16/2012-IF-I]

SOUMYAJIT GHOSH, Under Secy.

विदेश मंत्रालय

(पी. ए-1 अनुभाग)

नई दिल्ली, 30 नवम्बर, 2018

का. आ. 6.—उत्प्रवासन अधिनियम 1983 (1983 का 31) की धारा 3 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्र सरकार एतद्वारा विदेश मंत्रालय में संयुक्त सचिव श्री अमृत लुगून को पदभार ग्रहण करने की तारीख अर्थात् 30.11.2018 (अपराह्न) से अगले आदेशों तक विदेश मंत्रालय में उत्प्रवासी महा संरक्षक के रूप में नियुक्त करती है।

[सं. पीए-1/34/2018]

मिजीतो विनितो, अवर सचिव (एफएसपी एवं कैडर)

MINISTRY OF EXTERNAL AFFAIRS

(PA-I SECTION)

New Delhi, the 30th November, 2018

S.O. 6.—In exercise of the powers conferred by sub-section (1) of Section 3 of the Emigration Act, 1983 (31 of 1983), the Central Government hereby appoints Shri Amrit Lugun, Joint Secretary in the Ministry of External Affairs as Protector General of Emigrants, Ministry of External Affairs w.e.f. the date of assumption of charge of the post i.e. 30.11.2018 (A/N) until further orders.

[No. PA-I/34/2018]

MIJITO VINITO, Under Secy. (FSP & Cadre)

स्वास्थ्य और परिवार कल्याण मंत्रालय

नई दिल्ली, 10 दिसम्बर, 2018

का. आ. 7.—केन्द्रीय सरकार, सरकारी स्थान (अप्राधिकृत अधिभोगियों की बेदखली) अधिनियम, 1971 (1971 का 40) की धारा 3 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, नीचे सारणी के स्तंभ (2) में उल्लिखित अधिकारी को, जो सरकार के राजपित्र अधिकारी हैं, उक्त अधिनियम के प्रयोजनों के लिए संपदा अधिकारी नियुक्त करती है और उक्त अधिकारी उक्त सारणी के स्तंभ (3) में तत्स्थानी प्रविष्टि में विनिर्दिष्ट सरकारी स्थानों के प्रवर्गों की बावत अपनी अधिकारिता को स्थानीय सीमाओं के भीतर उक्त अधिनियम द्वारा या उसके अधीन प्रवर्गों संपदा अधिकारी को प्रदत्त शक्तियों का प्रयोग और उन पर अधिरोपित कर्तव्यों का पालन करेगा।

सारणी

क्रम सं.	अधिकारी का नाम और पदाभिधान	सरकारी स्थानों के प्रवर्ग और अधिकारिता की स्थानीय सीमाएं
(1)	(2)	(3)
1	डॉ. एस. आनंद पशुचिकित्सक, बीसीजी टीका प्रयोगशाला, चेन्नई	बीसीजी टीका प्रयोगशाला, गिंडी, चेन्नई 600032 के प्रशासनिक नियंत्राणीन और कर्मचारिवृद्ध क्वार्टरों के प्रवर्तन संबंधी परिसर, क्वार्टरों से बेदखली और अस्थायी आंवटन से संबंधित मामले।

[फा. सं. जेड – 28020/11/2018-ईपीआई]

वरिन्दर कौर भल्ला, अवर सचिव

MINISTRY OF HEALTH AND FAMILY WELFARE

New Delhi, the 10th December, 2018

S.O. 7.—In exercise of the powers conferred by Section 3 of the Public Premises (Eviction of Unauthorised Occupants) Act, 1971 (40 of 1971), the Central Government hereby appoints the officer mentioned in the column (2) of the Table below, being Gazetted Officer of the Government, to be the Estate Officer for the purposes of the said Act, and the said officer shall exercise all powers conferred and perform the duties imposed on Estate Officer by under the said Act, within the local limits of his jurisdiction in respect of the categories of Public Premises specified in the corresponding entry in column (3) of the said Table.

TABLE

Sl. No.	Name & Designation of the Officer	Categories of Public Premises and Local limits of Jurisdiction.
(1)	(2)	(3)
1.	Dr. S. Anand, Veterinarian, BCG Vaccine Laboratory, Chennai	Premises relating to enforcement, eviction of quarters and matters relating to BCG Staff Quarters and temporary allotment under the administrative control of the BCG Vaccine Laboratory, Guindy, Chennai – 600032.

[F. No. Z-28020/11/2018-EPI]

Ms. VARINDER KAUR BHALLA, Under Secy.

महिला एवं बाल विकास मंत्रालय

(बाल कल्याण-I अनुभाग)

शुद्धि-पत्र

नई दिल्ली, 10 दिसम्बर, 2018

का.आ. 8.—बाल अधिकार संरक्षण आयोग अधिनियम, 2005 (2006 का 4) की धारा 4 के अनुसरण में, महिला एवं बाल विकास मंत्रालय ने अधिसूचना संख्या 13/106/2015/यूएस(सीडब्ल्यू-I) का कार्यालय, दिनांक 31.10.2018 के माध्यम से श्री प्रियंक कानूनगो को 17.10.2018 (पूर्वाह्न) से तीन वर्ष की अवधि के लिए, अथवा अगले आदेश होने तक, जो भी पहले हो, राष्ट्रीय बाल अधिकार संरक्षण आयोग का अध्यक्ष नियुक्त किया था।

2. अधिसूचना दिनांक 31.10.2018 के हिंदी पाठ में 'श्री प्रियंक कानूनगो' शब्दों को 'श्री प्रियंक कानूनगो' पढ़ा जाए।

[सं. 13/106/2015/यूएस(सीडब्ल्यू-I) का कार्यालय (ई-13342)]

आस्था सक्सेना खटवानी, संयुक्त सचिव

MINISTRY OF WOMEN AND CHILD DEVELOPMENT

(CHILD WELFARE-I SECTION)

CORRIGENDUM

New Delhi, the 10th December, 2018

S.O. 8.—In pursuance of Section 4 of the Commission for Protection of Child Rights Act, 2005 (4 of 2006), Ministry of Women & Child Development vide notification No.13/106/2015-O/O US(CW-I) dated 31.10.2018 had appointed Shri Priyank Kanoongo as Chairperson, National Commission for Protection of Child Rights with effect from 17.10.2018 (A/N) for a period of three years, or until further orders, whichever is the earlier.

2.) In the Hindi version of notification dated 31.10.2018, the words 'श्री प्रियंक कानूनगो' may be read as "श्री प्रियंक कानूनगो"।

[No. 13/106/2015-O/O US(CW-I) (e-13342)]

AASTHA SAXENA KHATWANI, Jt. Secy.

नई दिल्ली, 10 दिसम्बर, 2018

का.आ. 9.—बाल अधिकार संरक्षण आयोग अधिनियम, 2005 (2006 का 4) की धारा 4 के अनुसरण में भारत सरकार एतद्वारा बच्चों से संबंधित कानून के क्षेत्र में श्री यशवंत जैन को दिनांक 02.11.2018 (अपराह्न) को पद पर कार्यभार ग्रहण करने की तिथि से तीन वर्ष की अवधि, या 60 वर्ष की आयु प्राप्त करने, अथवा अगले आदेशों के होने, इनमें से जो भी पहले हो, तक राष्ट्रीय बाल अधिकार संरक्षण आयोग में सदस्य के रूप में नियुक्त करती है।

[सं. 13/100/2015-सीडब्ल्यू-I(ई-12860)]

आस्था सक्सेना खटवानी, संयुक्त सचिव

New Delhi, the 10th December, 2018

S.O. 9.—In pursuance of Section 4 of the Commission for Protection of Child Rights Act, 2005 (4 of 2006), the Government of India hereby appoint Shri. Yashwant Jain as Member, National Commission for Protection of Child Rights for the field Laws relating to Children with effect from 02.11.2018 (A/N) for a period of three years from the date of assumption of charge of the post or till attaining the age of 60 yrs or till further orders, whichever is the earlier.

[No. 13/100/2015-CW-I(e-12860)]

AASTHA SAXENA KHATWANI, Jt. Secy.

आयुष मंत्रालय

नई दिल्ली, 30 अक्टूबर, 2018

का. आ. 10.—केन्द्रीय सरकार, राजभाषा (संघ के शासकीय प्रयोजनों के लिए प्रयोग) नियम 1976 (यथा संशोधित 1987) के नियम 10 के उप-नियम (4) के अनुसरण में, आयुष मंत्रालय के प्रशासनिक नियंत्रणाधीन निम्नलिखित कार्यालय, जिसके 84.21% प्रतिशत कर्मचारीवृन्द ने हिंदी का कार्यसाधक ज्ञान प्राप्त कर लिया है, को एतद्वारा अधिसूचित करती हैं:—

“क्षेत्रीय आयुर्वेदीय त्वकरोग अनुसंधान संस्थान, अहमदाबाद”

[सं. ई-11018/1/2018-आयुष (रा.भा.)]

पी. एन. रणजीत कुमार, संयुक्त सचिव

MINISTRY OF AYUSH

New Delhi, the 30th October, 2018

S.O. 10.—In pursuance of Sub-Rule (4) of Rule 10 of the Official Language (Use for official purposes of the Union) Rules, 1976 (as amended in 1987), the Central Government hereby notifies the following office under the administrative control of the Ministry of AYUSH, wherein 84.21% Officials have acquired the working knowledge of Hindi:

“Regional Ayurveda Research Institute for Skin Disorders, Ahmedabad”

[No. E-11018/1/2018-AYUSH(O.L.)]

P.N. RANJIT KUMAR, Jt. Secy.

पेट्रोलियम और प्राकृतिक गैस मंत्रालय

नई दिल्ली, 28 दिसम्बर, 2018

का.आ. 11.—केन्द्रीय सरकार ने पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962-50) (जिसे इसमें इसके पश्चात उक्त अधिनियम कहा गया है) की धारा 3 उपधारा (1) के अधीन जारी की गई, भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना जिसका प्रकाशन भारत के राजपत्र संख्या 15 दिनाक 15-21 अप्रैल 2018 का.आ. 607, 609 दिनाक 10.04.2018 भाग II, खंड 3, उपखंड (ii) में किया गया है। इस अधिसूचना से सलंग अनुसूची में विनिदिष्ट महाराष्ट्र राज्य की तहसील- आष्टी, जिला बीड़ की भूमि में महाराष्ट्र राज्य में कोयली (गुजरात) से अहमदनगर एवं सोलापुर तक पेट्रोलियम परिवहन के लिए इंडियन ऑइल कॉर्पोरेशन लिमिटेड द्वारा क्रियान्वित किए जा रहे “कोयली-अहमदनगर-सोलापुर परियोजना” के सम्बन्ध में पाइपलाइन विद्धाने के प्रयोजन के लिए उपयोग के अधिकार का अर्जन करने के लिए अपने आशय की घोषणा की थी :

और उक्त राजपत्र अधिसूचनाओं की प्रतियाँ जनता को तारीख 14 सितम्बर 2018 को उपलब्ध करा दी गई थी।

और उक्त अधिनियम की धारा 6 की उपधारा (1) के अनुसरण में सक्षम प्राधिकारी ने केन्द्रीय सरकार को अपनी रिपोर्ट दे दी है।

और केन्द्रीय सरकार ने उक्त रिपोर्ट पर विचार करने के पश्चात् और यह समाधान हो जाने पर कि उक्त भूमि में पाइपलाइन विद्धाने के लिए अपेक्षित है, उसमें उपयोग के अधिकार का अर्जन करने का विनिश्चय किया है:

अतः अब, केन्द्रीय सरकार उक्त अधिनियम की धारा 6 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए एतद्वारा द्वारा घोषणा करती है कि इस अधिसूचना से सलंग अनुसूची में विनिदिष्ट भूमि में पाइपलाइन विद्धाने के उपयोग का अधिकार अर्जित किया जाए:

और केन्द्रीय सरकार उक्त अधिनियम की धारा 6 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह निर्देश देती है कि उक्त भूमि में उपयोग का अधिकार इस घोषणा के प्रकाशन की तारीख से केन्द्रीय सरकार में निहित होने के बजाय सभी विल्लंगमों से मुक्त होकर इंडियन ऑइल कॉर्पोरेशन लिमिटेड में निहित होगा।

पेट्रोलियम और खनिज पाइपलाइन अधिनियम, 1962 की धारा 10 के अधीन किसी भी क्षतिपूर्ति के लिए इंडियन ऑइल कॉर्पोरेशन लिमिटेड पूर्णतया उतरदायी होगी और पाइपलाइन से संबंधित किसी भी मामले पर केन्द्रीय सरकार के विरुद्ध कोई वाद दावा या क्रान्तूनी कार्यवाही नहीं हो सकेगी।

अनुसूची

तालुका : आष्टी	जिला : बीड़		राज्य : महाराष्ट्र	
गांव का नाम	सर्वे नं./ब्लॉक नं.	क्षेत्रफल		
		हेक्टर	आर	वर्ग मीटर
कोयाल	114	00	55	01
	115	00	03	75
	120	00	54	10
	121	00	33	35
	122	00	88	58
	129	00	90	48
	13	00	48	92
	12	00	53	71
	06	00	26	94
	07	00	05	10
	04	00	68	58
	05	00	33	75
	31	00	53	75
	32	00	39	86
खुटेफल (वाटेफल)	30	00	83	16
	29	00	00	03
सुवेवाडी	41	00	24	34
	42	00	63	04
	43	00	52	49

(1)	(2)	(3)	(4)	(5)
कोयाल	114	00	55	01
	115	00	03	75
	120	00	54	10
	121	00	33	35
	122	00	88	58
	129	00	90	48
	13	00	48	92
	12	00	53	71
	06	00	26	94
	07	00	05	10
	04	00	68	58
	05	00	33	75
	31	00	53	75
	32	00	39	86
खुटेफल (वाटेफल)	30	00	83	16
	29	00	00	03
सुवेवाडी	41	00	24	34
	42	00	63	04
	43	00	52	49

(1)	(2)	(3)	(4)	(5)
सुबेवाडी	44	00	59	77
	45	00	29	66
	46	00	08	67
नांदुर	104	00	25	19
	105	00	43	37
	107	00	71	76
	96	00	55	51
	98	00	24	06
	97	00	30	97
बालेवाडी	25	00	42	27
	26	00	44	86
	28	00	44	32
	29	00	45	32
	32	01	16	45
	30	00	02	85
	31	00	51	10
	53	00	82	61
	54	00	22	11
	52	00	36	43
	55	00	36	50
	59	00	25	31
	58	00	61	30
	57	00	28	68
धानोरा	108	00	15	31
	107	00	17	79
	105	00	25	32
	106	00	28	99
	99	00	64	04
	98	00	56	72

(1)	(2)	(3)	(4)	(5)
धानोरा	97	00	42	31
	96	00	25	09
	90	00	39	73
	88	00	20	44
	87	00	42	74
	86	00	00	02
	77	00	11	56
	78	00	09	85
	81	00	07	16
	80	00	07	15
	82	00	10	13
	67	00	36	10
	66	00	05	74
	65	00	21	76
	64	00	00	15
	63	00	29	13
	58	00	20	06
	57	00	15	36
	55	00	18	53
	53	00	12	73
	52	00	14	69
	48	00	13	59
	49	00	02	54
	46	00	15	46
	45	00	45	58
सावलखेड	12	00	10	60
	117	00	25	82
	118	00	24	60
	97	00	91	47

(1)	(2)	(3)	(4)	(5)
सावलखेड	115	00	47	04
	98	00	27	35
चिंचोली	01	00	51	33
	02	00	38	06
	03	00	40	88
	08	00	10	76
	9/4	00	06	76
	9/5	00	06	70
	10	00	16	71
	11/8	00	03	66
	11/9	00	04	42
	11/10	00	08	64
	13/1	00	14	31
	13/2	00	05	55
	13/3	00	07	66
	14	00	36	56
	17/4	00	15	31
	17/5	00	16	10
	18/5	00	57	68
कडा	54	00	42	45
	55	00	47	38
	48	00	43	47
	47	00	36	58
	61	00	05	43
	38	00	65	48
	39	00	40	01
	40	00	24	10
	36	00	09	85
	35	00	44	90

(1)	(2)	(3)	(4)	(5)
कडा	34	00	34	76
	30	00	18	97
	29	00	41	73
	101	00	25	54
	102	00	17	13
	103	00	31	71
	104	00	48	10
	105	00	41	11
	124	00	26	91
	123	00	29	43
	121	00	74	83
	119	00	34	41
	141	00	37	39
	142	00	15	14
	143	00	11	86
शेरी खुद	15	00	34	22
	14	00	27	83
	13	00	05	91
	11	00	14	94
	12	00	13	50
	09	00	30	53
	07	00	30	49
	06	00	05	91
	05	00	01	54
	83	00	67	82
शेरी बुद्धक	84/3	00	09	39
	84/4	00	12	00
नीमगाव चोभा	75	00	23	95
	76	00	57	98

(1)	(2)	(3)	(4)	(5)
नीमगाव चोभा	69	00	09	76
	77	00	45	94
	80	00	50	83
	81	00	53	65
वटणवाडी	58	00	95	63
	57	00	00	48
जलगांव	74	00	34	59
	72	00	27	63
	71/2	00	16	27
	69	00	18	07
	68	00	45	07
	66	00	03	59
	47	00	65	76
	58	00	31	62
	57	00	23	96
	56	00	29	95
	50	00	13	62
	55	00	57	08
पिंगी आष्टी	83	00	27	76
	84	00	59	40
	86	00	56	63
	87	00	03	70
	88	00	35	91
	97	00	45	24
	98	00	46	50
	05	00	52	10
	03	00	29	14
	17	00	42	18
	16	00	53	37

(1)	(2)	(3)	(4)	(5)
	15	00	40	38
मुर्शदपुर	7/1	00	26	39
	6/1	00	33	36
	6/2	00	28	14
	5/1	00	27	46
	5/2	00	20	11
	11/1/1	00	11	86
	11/1/2	00	14	13
	11/1/3	00	12	38
	12/2	00	04	27
	02	00	22	63
	19/2	00	35	20
	20	00	46	26
	42	00	51	50
	40/4	00	08	70
	40/5	00	16	60
	40/9	00	07	19
	40/10	00	16	17
	44	00	18	50
	45/1	00	20	26
	46	00	83	00
आष्टी	908	00	00	03
	907	00	28	17
	906	00	44	22
	785	00	98	89
	788	01	15	06
	790	00	05	65
	786	00	00	40
	781	00	09	99

(1)	(2)	(3)	(4)	(5)
आष्टी	780	00	21	30
	703	00	33	06
	704	00	39	50
	705	00	37	93
	706	00	43	09
	474	00	50	57
	475	00	09	59
	476	00	49	15
	491	00	26	59
	489	00	07	50
	490	00	66	96
	487	00	63	08
	552	00	19	40
	554	00	00	20
	555	00	11	37
	556	00	11	62
	564	00	00	67
पोखरी	875	00	04	16
	876	00	14	75
	877	00	06	31
	878	00	05	79
	879	00	06	37
	880	00	05	70
	873	00	46	12
	872	00	00	38
	871	00	09	79
	870	00	08	57
	868	00	53	97
	844	00	33	68

(1)	(2)	(3)	(4)	(5)
पोखरी	841	00	01	26
	847	00	04	95
	840	00	02	80
	848	00	04	73
	839	00	02	88
	838	00	13	45
	837	00	37	08
	836	00	13	72
	824	00	06	57
	825	00	08	54
	826	00	10	86
	827	00	15	18
	365	00	00	15
	364	00	07	00
	362	00	04	60
	363	00	15	88
	368	00	25	04
	371	00	05	97
	103	00	02	03
	384	00	07	67
	385	00	02	21
	386	00	01	98
	387	00	02	42
	388	00	05	59
	391	00	00	21
	390	00	01	84
	389	00	03	07
	395	00	03	48
	408	00	14	92

(1)	(2)	(3)	(4)	(5)
पोखरी	417	00	11	14
	356	00	18	40
	346	00	06	89
	343	00	12	30
	310	00	25	15
	105	00	14	38
	294	00	34	71
	161	00	00	01
	157	00	00	37
	162	00	26	73
	156	00	16	04
	116	00	15	18
	117	00	10	41
	119	00	04	14
	123	00	19	33
	125	00	10	23
	128	00	00	78
	127	00	13	36
	129	00	31	28
	132	00	49	96
	134	00	15	88
	135	00	02	99
	136	00	09	00
	137	00	23	93
गांधनवाडी	195	00	07	13
	196	00	25	52
	203	00	06	85
	197	00	05	39
	204	00	19	88

(1)	(2)	(3)	(4)	(5)
गांधनवाडी	205	00	10	94
	207	00	10	15
	208	00	05	94
	206	00	01	28
	209	00	23	84
	222	00	03	93
	223	00	24	69
	224	00	17	63
	225	00	20	13
	226	00	03	59
	240	00	03	58
चिंचपुर	328	00	21	45
	332	00	05	62
	325	00	04	63
	320	00	02	37
	321	00	09	19
	322	00	18	83
	323	00	05	63
	324	00	05	77
	306	00	15	63
	303	00	13	70
	302	00	39	31
	301	00	04	05
	222	00	38	63
	239	00	45	79
	241	00	03	26
	236	00	36	52
	238	00	34	00
	237	00	00	02

(1)	(2)	(3)	(4)	(5)
चिंचपुर	202	00	09	98
	200	00	08	28
	199	00	08	90
	196	00	09	43
	171	00	43	73
	195	00	00	16
	189	00	66	90
भातोडी	80	00	25	18
	82	00	28	60
	84	00	01	22
	83	00	10	94
	86	00	15	01
खाकलवाडी	30/1	00	34	16
	30/3	00	17	79
	30/4	00	16	54
	30/5	00	02	40
	29/1	00	10	26
	29/2	00	00	98
	31/1	00	05	99
	31/2	00	25	04
	31/3	00	05	69
	31/5	00	00	08
	31/6	00	04	07
	31/12	00	09	65
	32/1	00	15	95
	32/2	00	24	96
	32/4	00	13	24
	32/5	00	00	01
	33/6	00	14	30

(1)	(2)	(3)	(4)	(5)
खाकलवाडी	35/1	00	21	15
	35/2	00	11	39
	35/3	00	08	76
	34	00	53	24
	22	00	36	94
	21	00	45	77
पांढरी	191	00	55	49
	192	00	83	09
	195	00	47	37
	171	00	49	04
	196	00	58	03
	149	00	81	91
	169	00	34	96
	154	01	00	52

[फा. सं. आर-11025(11)6/2018-ओआर-I /ई-23678]

नोवस किन्डो, अवर सचिव

MINISTRY OF PETROLEUM AND NATURAL GAS

New Delhi, the 28th December, 2018

S.O. 11.—Whereas by the notification of The Government of India in the Ministry of Petroleum and Natural Gas, Published in the Gazette No. 15 date 15-21 April 2018 S.O No. 607, 609 date 10.04.2018 Part-II,Section-3,Sub-Section (ii) issued under sub-section (1) of section 3 of the Petroleum and minerals pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), (Hereinafter referred to as the said Act) the Central Government declared its intention to acquire the right of user in the land situated in Tehsil Ashti, District Beed in Maharashtra State, specified in the schedule appended to that notification for the purpose of laying pipeline for the transportation of petroleum from Koyali in the State Gujurat to Solapur in the Maharashtra by the Indian Oil Corporation Limited for implementing the “Koyali-Ahmednagar-Solapur Pipeline Project”.

And whereas the copies of the said Gazette notification were made available to the public on 12 September 2018.

And whereas the Competent Authority has under sub-section (1) of section 6 of the said Act, has submitted his report Central Government.

And whereas, the Central Government after Considering the said report and on being satisfied that the said land is required for laying the pipeline, has decided to acquire right of the user therein;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 6 of the said Act, the Central Government hereby declares that the right of user in the land specified in the Schedule appended to this notification is hereby acquired for laying the pipeline;

And further, in exercise of the powers conferred by sub-section (4) of section 6 of the said Act, the Central Government hereby directs that the right of user of the said land for laying the pipeline shall, instead of vesting in the Central Government, vests on the date of publication of the declaration, in Indian Oil Corporation Limited, free from all encumbrances.

Indian Oil Corporation Limited shall be exclusively liable for any compensation in terms of section 10 of the P & MP Act, 1962 and no suit, claim or legal proceeding would lie against the Central Government on any matter relating to pipeline.

SCHEDELE

Taluka : Ashti		District : Beed		State : Maharashtra	
Name of Village	Survey No./ Block No.	Area			Square Metre
		Hectare	Are	Square Metre	
(1)	(2)	(3)	(4)	(5)	
Koyal	114	00	55	01	
	115	00	03	75	
	120	00	54	10	
	121	00	33	35	
	122	00	88	58	
	129	00	90	48	
	13	00	48	92	
	12	00	53	71	
	06	00	26	94	
	07	00	05	10	
	04	00	68	58	
	05	00	33	75	
	31	00	53	75	
	32	00	39	86	
Khuntephal (Watephal)	30	00	83	16	
	29	00	00	03	
Sumbewadi	41	00	24	34	
	42	00	63	04	
	43	00	52	49	
	44	00	59	77	
	45	00	29	66	
	46	00	08	67	
Nandur	104	00	25	19	
	105	00	43	37	
	107	00	71	76	
	96	00	55	51	
	98	00	24	06	
	97	00	30	97	
Balewadi	25	00	42	27	
	26	00	44	86	
	28	00	44	32	
	29	00	45	32	

(1)	(2)	(3)	(4)	(5)
Balewadi	32	01	16	45
	30	00	02	85
	31	00	51	10
	53	00	82	61
	54	00	22	11
	52	00	36	43
	55	00	36	50
	59	00	25	31
	58	00	61	30
	57	00	28	68
Dhanora	108	00	15	31
	107	00	17	79
	105	00	25	32
	106	00	28	99
	99	00	64	04
	98	00	56	72
	97	00	42	31
	96	00	25	09
	90	00	39	73
	88	00	20	44
	87	00	42	74
	86	00	00	02
	77	00	11	56
	78	00	09	85
	81	00	07	16
	80	00	07	15
	82	00	10	13
	67	00	36	10
	66	00	05	74
	65	00	21	76
	64	00	00	15
	63	00	29	13
	58	00	20	06
	57	00	15	36
	55	00	18	53
	53	00	12	73
	52	00	14	69
	48	00	13	59
	49	00	02	54
	46	00	15	46
	45	00	45	58

(1)	(2)	(3)	(4)	(5)
Sabalkhed	12	00	10	60
	117	00	25	82
	118	00	24	60
	97	00	91	47
	115	00	47	04
	98	00	27	35
Chincholi	01	00	51	33
	02	00	38	06
	03	00	40	88
	08	00	10	76
	9/4	00	06	76
	9/5	00	06	70
	10	00	16	71
	11/8	00	03	66
	11/9	00	04	42
	11/10	00	08	64
	13/1	00	14	31
	13/2	00	05	55
	13/3	00	07	66
	14	00	36	56
	17/4	00	15	31
	17/5	00	16	10
	18/5	00	57	68
Kada	54	00	42	45
	55	00	47	38
	48	00	43	47
	47	00	36	58
	61	00	05	43
	38	00	65	48
	39	00	40	01
	40	00	24	10
	36	00	09	85
	35	00	44	90
	34	00	34	76
	30	00	18	97
	29	00	41	73
	101	00	25	54
	102	00	17	13
	103	00	31	71
	104	00	48	10

(1)	(2)	(3)	(4)	(5)
Kada	105	00	41	11
	124	00	26	91
	123	00	29	43
	121	00	74	83
	119	00	34	41
	141	00	37	39
	142	00	15	14
	143	00	11	86
Sheri Khurd	15	00	34	22
	14	00	27	83
	13	00	05	91
	11	00	14	94
	12	00	13	50
	09	00	30	53
	07	00	30	49
	06	00	05	91
	05	00	01	54
	83	00	67	82
Sheri Budruk	84/3	00	09	39
	84/4	00	12	00
Nimgaon Chobha	75	00	23	95
	76	00	57	98
	69	00	09	76
	77	00	45	94
	80	00	50	83
	81	00	53	65
Watanwadi	58	00	95	63
	57	00	00	48
Jalgaon	74	00	34	59
	72	00	27	63
	71/2	00	16	27
	69	00	18	07
	68	00	45	07
	66	00	03	59
	47	00	65	76
	58	00	31	62
	57	00	23	96
	56	00	29	95
	50	00	13	62
	55	00	57	08
Pimpri Ashti	83	00	27	76

(1)	(2)	(3)	(4)	(5)
Pimpri Ashti				
	84	00	59	40
	86	00	56	63
	87	00	03	70
	88	00	35	91
	97	00	45	24
	98	00	46	50
	05	00	52	10
	03	00	29	14
	17	00	42	18
	16	00	53	37
	15	00	40	38
Murshadpur	7/1	00	26	39
	6/1	00	33	36
	6/2	00	28	14
	5/1	00	27	46
	5/2	00	20	11
	11/1/1	00	11	86
	11/1/2	00	14	13
	11/1/3	00	12	38
	12/2	00	04	27
	02	00	22	63
	19/2	00	35	20
	20	00	46	26
	42	00	51	50
	40/4	00	08	70
	40/5	00	16	60
	40/9	00	07	19
	40/10	00	16	17
	44	00	18	50
	45/1	00	20	26
	46	00	83	00
Ashti	908	00	00	03
	907	00	28	17
	906	00	44	22
	785	00	98	89
	788	01	15	06
	790	00	05	65
	786	00	00	40
	781	00	09	99
	780	00	21	30
	703	00	33	06

(1)	(2)	(3)	(4)	(5)
Ashti				
	704	00	39	50
	705	00	37	93
	706	00	43	09
	474	00	50	57
	475	00	09	59
	476	00	49	15
	491	00	26	59
	489	00	07	50
	490	00	66	96
	487	00	63	08
	552	00	19	40
	554	00	00	20
	555	00	11	37
	556	00	11	62
	564	00	00	67
Pokhari	875	00	04	16
	876	00	14	75
	877	00	06	31
	878	00	05	79
	879	00	06	37
	880	00	05	70
	873	00	46	12
	872	00	00	38
	871	00	09	79
	870	00	08	57
	868	00	53	97
	844	00	33	68
	841	00	01	26
	847	00	04	95
	840	00	02	80
	848	00	04	73
	839	00	02	88
	838	00	13	45
	837	00	37	08
	836	00	13	72
	824	00	06	57
	825	00	08	54
	826	00	10	86
	827	00	15	18
	365	00	00	15
	364	00	07	00

(1)	(2)	(3)	(4)	(5)
Pokhari	362	00	04	60
	363	00	15	88
	368	00	25	04
	371	00	05	97
	103	00	02	03
	384	00	07	67
	385	00	02	21
	386	00	01	98
	387	00	02	42
	388	00	05	59
	391	00	00	21
	390	00	01	84
	389	00	03	07
	395	00	03	48
	408	00	14	92
	417	00	11	14
	356	00	18	40
	346	00	06	89
	343	00	12	30
	310	00	25	15
	105	00	14	38
	294	00	34	71
	161	00	00	01
	157	00	00	37
	162	00	26	73
	156	00	16	04
	116	00	15	18
	117	00	10	41
	119	00	04	14
	123	00	19	33
	125	00	10	23
	128	00	00	78
	127	00	13	36
	129	00	31	28
	132	00	49	96
	134	00	15	88
	135	00	02	99
	136	00	09	00
	137	00	23	93
Gandhanwadi	195	00	07	13
	196	00	25	52

(1)	(2)	(3)	(4)	(5)
Gandhanwadi	203	00	06	85
	197	00	05	39
	204	00	19	88
	205	00	10	94
	207	00	10	15
	208	00	05	94
	206	00	01	28
	209	00	23	84
	222	00	03	93
	223	00	24	69
	224	00	17	63
	225	00	20	13
	226	00	03	59
	240	00	03	58
Chinchpur	328	00	21	45
	332	00	05	62
	325	00	04	63
	320	00	02	37
	321	00	09	19
	322	00	18	83
	323	00	05	63
	324	00	05	77
	306	00	15	63
	303	00	13	70
	302	00	39	31
	301	00	04	05
	222	00	38	63
	239	00	45	79
	241	00	03	26
	236	00	36	52
	238	00	34	00
	237	00	00	02
	202	00	09	98
	200	00	08	28
	199	00	08	90
	196	00	09	43
	171	00	43	73
	195	00	00	16
	189	00	66	90
Bhatodi	80	00	25	18
	82	00	28	60

(1)	(2)	(3)	(4)	(5)
Bhatodi	84	00	01	22
	83	00	10	94
	86	00	15	01
Khakalwadi	30/1	00	34	16
	30/3	00	17	79
	30/4	00	16	54
	30/5	00	02	40
	29/1	00	10	26
	29/2	00	00	98
	31/1	00	05	99
	31/2	00	25	04
	31/3	00	05	69
	31/5	00	00	08
	31/6	00	04	07
	31/12	00	09	65
	32/1	00	15	95
	32/2	00	24	96
	32/4	00	13	24
	32/5	00	00	01
	33/6	00	14	30
	35/1	00	21	15
	35/2	00	11	39
	35/3	00	08	76
	34	00	53	24
	22	00	36	94
	21	00	45	77
Pandhari	191	00	55	49
	192	00	83	09
	195	00	47	37
	171	00	49	04
	196	00	58	03
	149	00	81	91
	169	00	34	96
	154	01	00	52

[F. No. R-11025(11)6/2018-OR-I/E-23678]

NOAS KINDO, Under Secy.

नई दिल्ली, 28 दिसम्बर, 2018

का. आ. 12.—केन्द्रीय सरकार ने पेट्रोलियम और खनिज पाइपलाईन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 3 की उप-धारा (1) के अधीन जारी की गई भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना संख्या का.आ. 2221 तारीख 14 सितम्बर, 2017 जो भारत के राजपत्र क्रमांक 38, तारीख 17 सितम्बर 2017 एवं का.आ. 1103 तारीख 17 जुलाई, 2018 जो भारत के राजपत्र क्रमांक 29, तारीख 22 जुलाई 2018 में प्रकाशित की गई थी द्वारा उस अधिसूचना से सलग्न अनुसूची में

विनिर्दिष्ट भूमि में महाराष्ट्र राज्य में जिला नंदुरबार में तालुका नवापुर कोयली – अहमदनगर – सोलापुर पेट्रोलियम परिवहन के लिए इंडियन ऑयल कॉर्पोरेशन लिमिटेड द्वारा पाइपलाईन बिछाने के प्रयोजन के लिए उपयोग के अधिकार के अर्जन के अपने आशय की घोषणा की थी ;

और उक्त राजपत्र अधिनियम की प्रतियां जनता को तारीख 19 सितम्बर 2018 तक उपलब्ध करा दी गई थी ;

और सक्षम प्राधिकारी ने उक्त अधिनियम की धारा 6 की उप-धारा (1) के अधीन केन्द्रीय सरकार को रिपोर्ट की है ;

और केन्द्रीय सरकार ने, उक्त रिपोर्ट पर विचार करने के पश्चात् और यह समाधान हो जाने पर कि उक्त भूमि पाइपलाईन बिछाने के लिए अपेक्षित है, उसमें उपयोग के अधिकार का अर्जन करने का विनिश्चय किया है ;

अतः अब, केन्द्रीय सरकार उक्त अधिनियम की धारा 6 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में पाइपलाईन बिछाने के लिए उपयोग के अधिकार का अर्जन किया जाए ;

और सरकार उक्त अधिनियम की धारा 6 की उप-धारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह निरेष देती है कि उक्त भूमि में उपयोग का अधिकार इस घोषणा के प्रकाशन की तारीख से केन्द्रीय सरकार में निहित होने के बजाए, सभी विल्लंगमों से मुक्त होकर इंडियन ऑयल कॉर्पोरेशन लिमिटेड में निहित होगी ।

पेट्रोलियम और खनिज पाइपलाईन अधिनियम, 1962 की धारा 10 के अधीन किसी भी क्षतिपूर्ति के लिए इंडियन ऑयल कॉर्पोरेशन लिमिटेड पूर्णतया उत्तरदायी होगी और पाइपलाईन से सम्बन्धित किसी भी मामले पर केन्द्रीय सरकार के विरुद्ध कोई वाद दावा या कानूनी कार्यवाही नहीं हो सकेगी ।

अनुसूची

तालुका:- नवापुर	जिला:- नंदुरबार	राज्य:- महाराष्ट्र			
		क्षेत्रफल			
मौजे / ग्राम	सर्वे / ब्लाक / सं. (प्लोट सं.)	सब-डीव-सं.	हेक्टर	आर	वर्ग मीटर
मोहनपाडा	38 / 2 41 40 43 / 1 43 / 2 43 / 3 44 45 / 1 / क 46 / 1 48 / 1 / अ 48 / 2 50 / 1 50 / 2 50 / 3 51 / 1		00 00 00 00 00 00 00 00 00 00 00 00 00 00 00 00	00 29 12 19 00 17 11 18 10 00 22 15 15 09 16	20 14 94 21 84 45 09 61 23 57 03 67 51 48 37
करंजी बुद्धुक	121 / 1 121 / 3 121 / 4		00 00 00	21 14 09	80 42 23

(1)	(2)	(3)	(4)	(5)	(6)
मोहनपाडा	38 / 2 41 40 43 / 1 43 / 2 43 / 3 44 45 / 1 / क 46 / 1 48 / 1 / अ 48 / 2 50 / 1 50 / 2 50 / 3 51 / 1		00 00 00 00 00 00 00 00 00 00 00 00 00 00 00	00 29 12 19 00 17 11 18 10 00 22 15 15 09 16	20 14 94 21 84 45 09 61 23 57 03 67 51 48 37
करंजी बुद्धुक	121 / 1 121 / 3 121 / 4		00 00 00	21 14 09	80 42 23

(1)	(2)	(3)	(4)	(5)	(6)
ਕਰੰਜੀ ਬੁਦ੍ਧਕ	122/1		00	36	54
	127/1		00	05	62
	127/2/ਕ		00	05	35
	127/2/ਖ		00	14	31
	127/3		00	08	99
	126/1		00	08	30
	126/2		00	07	22
	126/3		00	07	17
	126/4		00	07	45
	126/5		00	09	85
	9/1/ਅ		00	18	57
	8/1		00	01	68
	8/2		00	22	24
	13/1/ਕ		00	18	54
	13/1/ਖ		00	01	04
	13/3		00	04	10
	14/1		00	24	46
	14/2		00	20	48
	7		00	00	68
	15		00	00	21
	6/1		00	03	21
	5		00	02	63
	4/2		00	19	24
	23/1/ਅ		00	16	23
	23/1/ਖ		00	00	37
	23/2		00	15	09
	33/1/ਖ		00	13	61
	32/1		00	09	48
	32/2		00	23	62
	35		00	17	56
	36 ਪੈਕੀ		00	18	01
	52/3		00	01	97
	53		00	47	35
	54/1		00	03	82
	54/2		00	10	51
	54/3/ਅ		00	09	83

(1)	(2)	(3)	(4)	(5)	(6)
करंजी बुद्धुक	54/3/ब		00	00	22
	55/4		00	03	48
	55/5		00	10	49
	56		00	09	21
	59/1/ब/1		00	00	11
	59/1/क		00	19	61
	59/2/ब		00	08	63
	59/1/ब/2		00	06	16

[फा. सं. आर-11025(11)6/2018-ओआर-1/ई-23678]

नोवस किन्डो, अवर सचिव

New Delhi, the 28th December, 2018

S. O. 12.—Whereas by the notification of the Government of India in the Ministry of Petroleum and Natural Gas vide S.O. No. 2221 dated the 14th September, 2017, Gazette of India, No. 38 dated 17 – 23 September, 2017 issued under sub-section (1) of Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), (here in after referred to as the said Act), Published in the Gazette of India, No. 29 dated 22 – 28 July, 2018 S. O. No. 1103 dated 17th July 2018 , the Central Government declared its intention to acquire the right of user in the land specified in the Schedule appended to that notification for the purpose of laying Koyali-Ahmednagar-Solapur Pipeline for the transportation of Petroleum Products in Taluka Navapur in Nandurbar District in the State of Maharashtra by Indian Oil Corporation Limited;

And whereas copies of the said Gazette notification were made available to the public up to 19th September 2018;

And whereas the competent authority has under sub-section (1) of Section 6 of said act submitted report to the Central Government;

And Whereas the Central Government, after considering the said report and on being satisfied that the said land is required for laying the pipeline, has decided to acquire right of user therein;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 6 of the said Act, the Central Government hereby declares that the right of user in the land specified in the Schedule appended to this notification is hereby acquired for laying the pipeline;

And further, in exercise of the powers conferred by sub-section (4) of Section 6 of the said Act, the Central Government hereby directs that right of user in the said land for laying the pipeline shall, instead of vesting in the Central Government, vest on the date of publication of the declaration, in Indian Oil Corporation Limited, free from all encumbrances.

Indian Oil Corporation Limited shall be exclusively liable for any compensation in terms of Section 10 of the P & MP Act, 1962 and no suit, claim or legal proceeding would lie against the Central Government on any matter relating to the pipeline.

SCHEDULE

Taluka:- Navapur		District:- Nandurbar		State :- Maharashtra		
Mouje / Village	Survey/Block No.	Sub-Div-No.	Area			
			Hectare	Are	Sq.mtr.	

(1)	(2)	(3)	(4)	(5)	(6)
Mohanpada	38/2		00	00	20
	41		00	29	14
	40		00	12	94
	43/1		00	19	21

(1)	(2)	(3)	(4)	(5)	(6)
Mohanpada	43/2		00	00	84
	43/3		00	17	45
	44		00	11	09
	45/1/K		00	18	61
	46/1		00	10	23
	48/1/A		00	00	57
	48/2		00	22	03
	50/1		00	15	67
	50/2		00	15	51
	50/3		00	09	48
Karanji Budruk	51/1		00	16	37
	121/1		00	21	80
	121/3		00	14	42
	121/4		00	09	23
	122/1		00	36	54
	127/1		00	05	62
	127/2/B		00	05	35
	127/2/D		00	14	31
	127/3		00	08	99
	126/1		00	08	30
	126/2		00	07	22
	126/3		00	07	17
	126/4		00	07	45
	126/5		00	09	85
	9/1/A		00	18	57
	8/1		00	01	68
	8/2		00	22	24
	13/1/K		00	18	54
	13/1/B		00	01	04
	13/3		00	04	10
	14/1		00	24	46
	14/2		00	20	48
	7		00	00	68
	15		00	00	21
	6/1		00	03	21
	5		00	02	63
	4/2		00	19	24
	23/1/A		00	16	23
	23/1/B		00	00	37
	23/2		00	15	09
	33/1/B		00	13	61
	32/1		00	09	48

(1)	(2)	(3)	(4)	(5)	(6)
Karanji Budruk	32/2		00	23	62
	35		00	17	56
	36 Paiki		00	18	01
	52/3		00	01	97
	53		00	47	35
	54/1		00	03	82
	54/2		00	10	51
	54/3/A		00	09	83
	54/3/B		00	00	22
	55/4		00	03	48
	55/5		00	10	49
	56		00	09	21
	59/1/B/1		00	00	11
	59/1/K		00	19	61
	59/2/B		00	08	63
	59/1/B/2		00	06	16

[F. No. R-11025(11)6/2018-OR-I/E-23678]

NOAS KINDO, Under Secy.

नई दिल्ली, 28 दिसम्बर, 2018

का.आ. 13.—केन्द्रीय सरकार ने पेट्रोलियम और खनिज पाइपलाइन्स (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962-50) (जिसे इसमें इसके पश्चात उक्त अधिनियम कहा गया है) की धारा 3 उप धारा (1) के अधीन जारी की गई, भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना जिसका प्रकाशन भारत के राजपत्र संख्या 15 दिनाक 15-21 अप्रैल 2018 का.आ. 607 दिनाक 10.04.2018 भाग II खंड 3 उपखंड (II) में किया गया है! इस अधिसूचना से सलग्र अनुसूची में विनिदिष्ट महाराष्ट्र राज्य की तहसील- नगर, जिला अहमदनगर की भूमि में महाराष्ट्र राज्य में कोयली (गुजरात) से अहमदनगर एवं सोलापुर तक पेट्रोलियम परिवहन के लिए इंडियन ऑइल कॉर्पोरेशन लिमिटेड द्वारा क्रियान्वित किए जा रहे “कोयली-अहमदनगर-सोलापुर परियोजना” के सम्बन्ध में पाइपलाइन विद्धाने के प्रयोजन के लिए उपयोग के अधिकार का अर्जन करने के लिए अपने आशय की घोषणा की थी :

और उक्त राजपत्र अधिसूचनाओं की प्रतियाँ जनता को तारीख 12 सितम्बर 2018 को उपलब्ध करा दी गई थी।

और उक्त अधिनियम की धारा 6 की उपधारा (1) के अनुसरण में सक्षम प्राधिकारी ने केन्द्रीय सरकार को अपनी रिपोर्ट दे दी है।

और केन्द्रीय सरकार ने उक्त रिपोर्ट पर विचार करने के पश्चात् और यह समाधान हो जाने पर कि उक्त भूमि पाइपलाइन विद्धाने के लिए अपेक्षित है, उसमें उपयोग के अधिकार का अर्जन करने का विनिश्चय किया है:

अतः अब, केन्द्रीय सरकार उक्त अधिनियम की धारा 6 की उपधारा (1) द्वारा पदत शक्तियों का प्रयोग करते हुए, एतद् द्वारा घोषणा करती है कि इस अधिसूचना से सलग्र अनुसूची में विविदिष्ट भूमि में पाइपलाइन विद्धाने के उपयोग का अधिकार अर्जित किया जाएः

और केन्द्रीय सरकार उक्त अधिनियम की धारा 6 की उपधारा (4) द्वारा पदत शक्तियों का प्रयोग करते हुए, यह निर्देश देती है कि उक्त भूमि में उपयोग का अधिकार इस घोषणा के प्रकाशन की तारीख से केन्द्रीय सरकार में निहित होने के बजाय सभी विलगमो से मुक्त होकर इंडियन ऑइल कॉर्पोरेशन लिमिटेड में निहित होगा।

पेट्रोलियम और खनिज पाइपलाइन अधिनियम, 1962 की धारा 10 के अधीन किसी भी क्षतिपूर्ति के लिए इंडियन ऑइल कॉर्पोरेशन लिमिटेड पूर्णतया उतरदायी होगी और पाइपलाइन से सबधित किसी भी मामले पर केन्द्रीय सरकार के विरुद्ध कोई वाद दावा या क्रानूनी कार्यवाही नहीं हो सकेगी।

अनुसूची

तालुका : नगर	जिला : अहमदनगर		राज्य : महाराष्ट्र	
गांव का नाम	सर्वे न.।ब्लॉक न.	क्षेत्रफल		
		हेक्टेयर	आर	वर्ग मीटर

(1)	(2)	(3)	(4)	(5)
अकोलनेर	358	00	03	59
	359	00	34	99
	360	00	05	14
	340	00	44	77
	339	00	34	30
	338	00	14	60
	300	00	51	48
	302	00	13	83
	303	00	13	52
	334	00	09	53
	333	00	04	51
	332	00	07	94
	330	00	03	57
	328	00	11	85
	327	00	15	47
	326	00	07	29
	325	00	09	21
	324	00	16	27
	323	00	09	09
	322	00	09	35
	320	00	21	09
	318	00	23	76
	317	00	14	58

(1)	(2)	(3)	(4)	(5)
अकोलनेर	316	00	30	62
	311	00	20	35
खंडाला	237	00	60	40
	244	00	11	70
	246	00	36	56
	250	00	34	53
	251	00	07	48
	253	00	13	07
	262	00	17	41
	263	00	12	61
	264	00	26	77
	219	00	04	62
	218	00	21	74
	217	00	03	80
	216	00	07	48
	214	00	05	65
	213	00	07	79
	198	00	12	00
	196	00	04	02
	199	00	03	89
	191	00	02	82
	190	00	10	65
	112	00	05	26
	113	00	02	12
	114	00	01	91
	115	00	03	32
	116	00	03	90
	110	00	22	07
	109	00	06	11

(1)	(2)	(3)	(4)	(5)
खंडाला	109p	00	04	60
	108	00	04	99
	106	00	02	07
	105p	00	06	10
	123	00	11	00
	128	00	61	52
	134	00	14	30
	133	00	31	47
	139	00	09	16
	140	00	20	68
	141	00	19	94
	142	00	12	61
	143	00	10	24
	130	00	25	21
	146	00	41	02
बाबुर्डी घुमट	266	00	00	90
	267	00	10	27
	261	00	17	31
	262	00	16	89
	263	00	15	30
	264	00	38	20
	260	00	50	57
	251	00	10	19
	252	00	09	22
	253	00	07	50
	254	00	08	64
	255	00	06	27
	247	00	40	97
	220	00	05	99

(1)	(2)	(3)	(4)	(5)
वालकी	1265/1	00	52	82
	1265/2	00	24	55
	1266	00	10	29
	1267	00	05	99
	1268	00	04	75
	1269	00	05	71
	1270	00	27	61
	1284	00	10	35
	1283	00	60	33
	1282	00	38	70
	1280	00	01	03
	1281	00	47	53
	1297	00	29	16
	1298	00	46	19
	02	00	02	56
	23	00	39	26
	22	00	34	48
	21	00	34	05
	20/3	00	33	38
	43	00	28	66
	59	00	06	12
	60	00	02	39
	62	00	01	92
	63	00	09	55
	64/2	00	34	76
	69	00	11	51
	64/3	00	01	20
	70	00	15	74
	296	00	21	30

(1)	(2)	(3)	(4)	(5)
वालकी	285	00	06	32
	284	00	00	21
	288	00	10	69
	282	00	06	95
	272	00	05	11
	271	00	06	15
	268	00	03	53
	263	00	02	39
	265	00	08	72
	253	00	01	08
	254	00	09	92
	256	00	01	06
	233	00	02	58
	244	00	02	17
	230	00	05	09
	229	00	01	52
	239	00	02	19
	231	00	02	79
	232	00	02	22
	233	00	02	63
	222	00	04	79
	221	00	03	36
	220	00	04	18
	216	00	08	96
	211	00	02	41
	210	00	32	88
	209	00	03	97
	200	00	10	24
	199	00	05	31

(1)	(2)	(3)	(4)	(5)
वालकी	198	00	13	24
	193	00	38	10
	330	00	57	45
	331	00	35	10
	353	00	44	77
	352	00	38	36
	458	00	37	23
	457	00	36	31
	456	00	25	77
	485	00	15	93
	486	00	17	46
	492	00	06	77
	493	00	20	37
	504	00	26	93
	503	00	32	91
	502	00	05	00
	495	00	07	51
	501	00	15	35
	496	00	17	77
	497	00	09	05
	480	00	13	52
	479	00	40	59
	478	00	39	80
	476	00	78	85
साकत खुद	95	00	23	19
तांदली वडगांव	109	00	76	15
	110	00	32	97
	107	00	56	31

(1)	(2)	(3)	(4)	(5)
तांदली वडगांव	82	00	11	61
	83	00	49	94
	85	00	16	53
	77	00	20	77
	76	00	08	60
	73	00	39	06
	71	00	43	02
	69	00	11	63
	68	00	18	37
	67	00	16	21
	66	00	15	88
वाटेफल	155	00	49	55
	132/B	00	51	61
	287	00	00	35
	132/C	00	51	99
	131	00	12	04
	130	00	07	47
	129	00	05	63
	122	00	11	30
	124	00	32	90
	114	00	07	97
	117	00	04	01
	118	00	03	79
	90	00	17	28
	87	00	24	49
	84	00	12	07
	82	00	12	64
	77	00	23	75
	76	00	12	97

(1)	(2)	(3)	(4)	(5)
वाटेफल	75	00	13	34
	70	00	11	73
	69	00	10	34
	68	00	10	78
	67	00	11	76
	62	00	15	65
	60	00	22	67
	59	00	31	71
	58	00	34	66
	57	00	26	92
	07	00	12	77
	08	00	07	06
	09	00	08	68
	10	00	04	28
	11	00	03	60
	12	00	03	38
	14	00	03	93
	15	00	02	39
	16	00	03	86
	17	00	07	12
	18	00	05	68
	19	00	04	54
	20	00	07	99
	21	00	04	23
	24	00	02	17
	25	00	05	26
	26	00	02	74
	27	00	02	60
	28	00	04	20

(1)	(2)	(3)	(4)	(5)
वाटेफल	30	00	12	26
	31	00	09	13
	32	00	02	92
	35	00	07	71
	36	00	03	75
	38	00	07	72
	39	00	11	87
	40	00	39	25

[फा. सं. आर-11025(11)6/2018-ओआर-I /ई-23678]

नोवस किन्डो, अवर सचिव

New Delhi, the 28th December, 2018

S.O. 13.—Whereas by the notification of The Government of India in the Ministry of Petroleum and Natural Gas, Published in the Gazette No. 15 date 15-21 April 2018 S.O No. 607 date 10.04.2018 Part-II,Section-3,Sub-Section (ii) issued under sub-section (1) of section 3 of the Petroleum and minerals pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), (Hereinafter referred to as the said Act) the Central Government declared its intention to acquire the right of user in the land situated in Tehsil Nagar, District Ahmednagar in Maharashtra State, specified in the schedule appended to that notification for the purpose of laying pipeline for the transportation of petroleum from Koyali in the State Gujarat to Solapur in the Maharashtra by the Indian Oil Corporation Limited for implementing the “Koyali-Ahmednagar-Solapur Pipeline Project”.

And whereas the copies of the said Gazette notification were made available to the public on 12 September 2018.

And whereas the Competent Authority has under sub-section (1) of section 6 of the said Act, has submitted his report Central Government.

And whereas, the Central Government after Considering the said report and on being satisfied that the said land is required for laying the pipeline, has decided to acquire right of the user therein;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 6 of the said Act, the Central Government hereby declares that the right of user in the land specified in the Schedule appended to this notification is hereby acquired for laying the pipeline;

And further, in exercise of the powers conferred by sub-section (4) of section 6 of the said Act, the Central Government hereby directs that the right of user of the said land for laying the pipeline shall, instead of vesting in the Central Government, vests on the date of publication of the declaration, in Indian Oil Corporation Limited, free from all encumbrances.

Indian Oil Corporation Limited shall be exclusively liable for any compensation in terms of section 10 of the P & MP Act, 1962 and no suit, claim or legal proceeding would lie against the Central Government on any matter relating to pipeline.

SCHEDULE

Taluka : Nagar	District : Ahmednagar		State : Maharashtra	
Name of Village	Survey No./ Block No.	Area		
		Hectare	Are	Square Metre
(1)	(2)	(3)	(4)	(5)
Akolner	358	00	03	59
	359	00	34	99

(1)	(2)	(3)	(4)	(5)
Akolner				
	360	00	05	14
	340	00	44	77
	339	00	34	30
	338	00	14	60
	300	00	51	48
	302	00	13	83
	303	00	13	52
	334	00	09	53
	333	00	04	51
	332	00	07	94
	330	00	03	57
	328	00	11	85
	327	00	15	47
	326	00	07	29
	325	00	09	21
	324	00	16	27
	323	00	09	09
	322	00	09	35
	320	00	21	09
	318	00	23	76
	317	00	14	58
	316	00	30	62
	311	00	20	35
Khandala				
	237	00	60	40
	244	00	11	70
	246	00	36	56
	250	00	34	53
	251	00	07	48
	253	00	13	07
	262	00	17	41
	263	00	12	61
	264	00	26	77
	219	00	04	62
	218	00	21	74
	217	00	03	80
	216	00	07	48
	214	00	05	65
	213	00	07	79
	198	00	12	00
	196	00	04	02
	199	00	03	89

(1)	(2)	(3)	(4)	(5)
Khandala	191	00	02	82
	190	00	10	65
	112	00	05	26
	113	00	02	12
	114	00	01	91
	115	00	03	32
	116	00	03	90
	110	00	22	07
	109	00	06	11
	109p	00	04	60
	108	00	04	99
	106	00	02	07
	105p	00	06	10
	123	00	11	00
	128	00	61	52
	134	00	14	30
	133	00	31	47
	139	00	09	16
	140	00	20	68
	141	00	19	94
	142	00	12	61
	143	00	10	24
	130	00	25	21
	146	00	41	02
Baburdi Ghumat	266	00	00	90
	267	00	10	27
	261	00	17	31
	262	00	16	89
	263	00	15	30
	264	00	38	20
	260	00	50	57
	251	00	10	19
	252	00	09	22
	253	00	07	50
	254	00	08	64
	255	00	06	27
	247	00	40	97
	220	00	05	99
Walki	1265/1	00	52	82
	1265/2	00	24	55
	1266	00	10	29

(1)	(2)	(3)	(4)	(5)
Walki	1267	00	05	99
	1268	00	04	75
	1269	00	05	71
	1270	00	27	61
	1284	00	10	35
	1283	00	60	33
	1282	00	38	70
	1280	00	01	03
	1281	00	47	53
	1297	00	29	16
	1298	00	46	19
	02	00	02	56
	23	00	39	26
	22	00	34	48
	21	00	34	05
	20/3	00	33	38
	43	00	28	66
	59	00	06	12
	60	00	02	39
	62	00	01	92
	63	00	09	55
	64/2	00	34	76
	69	00	11	51
	64/3	00	01	20
	70	00	15	74
	296	00	21	30
	285	00	06	32
	284	00	00	21
	288	00	10	69
	282	00	06	95
	272	00	05	11
	271	00	06	15
	268	00	03	53
	263	00	02	39
	265	00	08	72
	253	00	01	08
	254	00	09	92
	256	00	01	06
	233	00	02	58
	244	00	02	17
	230	00	05	09

(1)	(2)	(3)	(4)	(5)
Walki	229	00	01	52
	239	00	02	19
	231	00	02	79
	232	00	02	22
	233	00	02	63
	222	00	04	79
	221	00	03	36
	220	00	04	18
	216	00	08	96
	211	00	02	41
	210	00	32	88
	209	00	03	97
	200	00	10	24
	199	00	05	31
	198	00	13	24
	193	00	38	10
	330	00	57	45
	331	00	35	10
	353	00	44	77
	352	00	38	36
	458	00	37	23
	457	00	36	31
	456	00	25	77
	485	00	15	93
	486	00	17	46
	492	00	06	77
	493	00	20	37
	504	00	26	93
	503	00	32	91
	502	00	05	00
	495	00	07	51
	501	00	15	35
	496	00	17	77
	497	00	09	05
	480	00	13	52
	479	00	40	59
	478	00	39	80
	476	00	78	85
Sakat Khurd	95	00	23	19
Tandali Wadgaon	109	00	76	15
	110	00	32	97

(1)	(2)	(3)	(4)	(5)
Tandali Wadgaon	107	00	56	31
	82	00	11	61
	83	00	49	94
	85	00	16	53
	77	00	20	77
	76	00	08	60
	73	00	39	06
	71	00	43	02
	69	00	11	63
	68	00	18	37
	67	00	16	21
	66	00	15	88
Watephal	155	00	49	55
	132/B	00	51	61
	287	00	00	35
	132/C	00	51	99
	131	00	12	04
	130	00	07	47
	129	00	05	63
	122	00	11	30
	124	00	32	90
	114	00	07	97
	117	00	04	01
	118	00	03	79
	90	00	17	28
	87	00	24	49
	84	00	12	07
	82	00	12	64
	77	00	23	75
	76	00	12	97
	75	00	13	34
	70	00	11	73
	69	00	10	34
	68	00	10	78
	67	00	11	76
	62	00	15	65
	60	00	22	67
	59	00	31	71
	58	00	34	66
	57	00	26	92
	07	00	12	77

(1)	(2)	(3)	(4)	(5)
Watephal	08	00	07	06
	09	00	08	68
	10	00	04	28
	11	00	03	60
	12	00	03	38
	14	00	03	93
	15	00	02	39
	16	00	03	86
	17	00	07	12
	18	00	05	68
	19	00	04	54
	20	00	07	99
	21	00	04	23
	24	00	02	17
	25	00	05	26
	26	00	02	74
	27	00	02	60
	28	00	04	20
	30	00	12	26
	31	00	09	13
	32	00	02	92
	35	00	07	71
	36	00	03	75
	38	00	07	72
	39	00	11	87
	40	00	39	25

[F. No. R-11025(11)6/2018-OR-I/E-23678]

NOAS KINDO, Under Secy.

नई दिल्ली, 28 दिसम्बर, 2018

का. आ. 14.—केन्द्रीय सरकार ने पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) (जिसे इसमें इसके पश्चात उक्त अधिनियम कहा गया है) की धारा 3 उप धारा (1) के अधीन जारी की गई, भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना का.आ. 372 तारीख 16.12.2017 जिसका प्रकाशन भारत के राजपत्र संख्या 9, भाग II, खण्ड 3, उप खण्ड (II) तारीख 25.02.2018 से 30.03.2018 में किया गया है। इस अधिसूचना में संलग्न अनुसूची में विनिर्दिष्ट आंध्र प्रदेश राज्य के जिला विशाखापटनम के मंडल : सब्बावरम, अनकापल्लि, मुनगापाका, अच्युतापुरम, रामबिल्लि, यलामंचिलि, एस. रायवरम, नक्कापल्लि, और पायाकरावुपेटा की भूमि में, ओडीशा राज्य में पारादीप से तेलंगाना राज्य में हैदराबाद तक पेट्रोलियम उत्पादों के परिवहन के लिए इंडियन ऑयल कॉर्पोरेशन लिमिटेड के द्वारा क्रियान्वित किए जा रहे “पारादीप-हैदराबाद पाइपलाइन परियोजना” के संबंध में पाइपलाइन विद्धाने के प्रयोजन के लिए उपयोग के अधिकार का अर्जन करने के लिए अपने आशय की घोषणा की थी: और उक्त राजपत्र अधिसूचना की प्रतियाँ जनता को उपलब्ध करा दी गई थीं। और उक्त अधिनियम की धारा 6 की उपधारा (1) के अनुसरण में सक्षम प्राधिकारी ने केन्द्रीय सरकार को अपनी रिपोर्ट दे दी है।

और केन्द्रीय सरकार ने उक्त रिपोर्ट पर विचार करने के पश्चात और यह समाधान हो जाने पर कि उक्त भूमि पाइपलाइन विद्धाने के लिए अपेक्षित है, उसमें उपयोग के अधिकार का अर्जन करने का विनिष्ठ्य किया है:

अतः अब, केन्द्रीय सरकार उक्त अधिनियम की धारा 6 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए एतद् द्वारा घोषणा करती है कि इस अधिसूचना से संलग्न अनुसूचि में विनिर्दिष्ट भूमि में पाइपलाइन विद्धाने के उपयोग का अधिकार अर्जित किया जाए:

और केन्द्रीय सरकार उक्त अधिनियम की धारा 6 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह निर्देश देती है कि उक्त भूमि में उपयोग का अधिकार इस घोषणा के प्रकाशन की तारीख से केन्द्रीय सरकार में निहित होने के बजाए सभी विल्लंगमों से मुक्त होकर इंडियन ऑयल कॉर्पोरेशन लिमिटेड में निहित होगा।

अनुसूची

जिला: विशाखापट्टनम		राज्य: आंध्र प्रदेश			
मंडल का नाम	ग्राम का नाम	सर्वे नम्बर	क्षेत्रफल		
			हेक्टेयर	एयर	वर्गमीटर
(1)	(2)	(3)	(4)	(5)	(6)
सब्बावारम	नारपाडू	226	00	90	45
अनकापल्लि	तुम्पाला	704	00	33	32
		13	00	18	11
		705	00	16	87
		15	00	28	18
		17	00	13	19
		47	00	37	50
मुनगापाका	नागावरम	143	00	39	64
		203	00	61	19
		202	00	39	11
		199	00	38	99
		198	00	26	04
		196	00	04	61
		197	00	31	03
		191	00	16	94
		190	00	25	37
		187	00	18	95
		185	00	22	36
		183	00	03	82
		184	00	05	51
		311	00	01	71
		302	00	31	63
		310	00	03	68
		303	00	24	85
		304	00	26	89
		305	00	14	29
		342	00	23	73
		341	00	24	06
		340	00	26	13
		339	00	35	44

(1)	(2)	(3)	(4)	(5)	(6)
मुनगापाका	नागावरम	347	00	13	7
		358	00	13	43
		357	00	03	33
		354	00	11	53
		352	00	06	21
		351	00	25	87
अच्युतापुरम	मडुतुरु	477	00	13	76
		469	00	00	04
		468	00	61	83
		460	00	15	30
		462	00	14	44
		463	00	13	98
		464	00	24	54
		456	00	01	64
		457	00	29	86
		424	00	26	30
		293	00	12	47
		294	00	01	46
		296	00	14	87
		288	00	18	47
		303	00	62	70
		305	00	04	11
		306	00	00	13
		308	00	38	37
		309	00	00	01
		310	00	23	50
		103	00	13	93
		104	00	41	12
		105	00	08	75
		106	00	00	78
		102	00	01	99
		96	00	07	27
		100	00	25	06
		62	00	01	04
		66	00	24	27
		75	00	16	68
		74	00	13	70
		76	00	08	38
		77	00	20	40
		78	00	47	80
		377	00	21	73
रामबिल्ल	दिमिलि	265	00	25	84
रामबिल्ल	राजाला	28	00	31	34

(1)	(2)	(3)	(4)	(5)	(6)
रामबिल्लि	विजयारामपुरम अग्रहारम	27 26 24 31 25 23 21 19 14 17 16	00 00 00 00 00 00 00 00 00 00 00	68 05 06 04 18 04 06 24 23 02 01	21 28 48 43 14 34 87 39 42 74 13
यलामंचिलि	कृष्णापुरम	200	00	16	03
यलामंचिलि	पदमानावाराजुपेटा	144/1E 144/1E-6A 144/1E-6B	00 00 00	31 31 31	35 35 35
एस.रायवरम	पेटासूदिपुरम	50-4 322 338	00 00 00	0 07 26	27 42 24
नक्कापल्लि	गुल्लिपाडु	100 103 105 107	00 00 00 00	21 21 08 37	25 59 66 34
पायाकरावुपेटा	अरटलाकोटा	143 143/A-1 143/A-2	00 00 00	13 13 13	64 64 64
पायाकरावुपेटा	पल्टेरू	34 33 32 3 4 5 6 7	00 00 00 00 00 00 00 00	02 27 37 01 16 04 15 27	75 90 58 37 7 97 19 51

[फा. सं. आर-11025(11)252/2017-ओआर-I/ई-21033]

नोवस किन्डो, अवर सचिव

New Delhi, the 28th December, 2018

S.O. 14.—Whereas by the notification of the Government of India in the Ministry of Petroleum and Natural Gas, published in the Gazette of India No.9 Part-II, Section 3, Sub-section (ii) dated 25.02.2018 to 03.03.2018 vide S.O. Number 372 dated 16.12.2017 issued under Sub-section (1) of Section 3 of the Petroleum and Minerals pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), (hereinafter referred to as the said Act) the Central Government declared its intention to acquire the right of user in the land situated in Mandals: Sabbavaram, Ankapalli, Munagapaka, Achutapuram, Rambilli, Yelamanchilli, S.Rayavaram, Nakkapalli and Payakaraopeta of Visakhapatnam District in Andhra Pradesh State, specified in the schedule appended to that notification for the purpose of laying pipeline for the transportation of petroleum products from Paradip in the State of Odisha to Hyderabad in the State of Telangana by the Indian Oil Corporation Limited for implementing the "Paradip-Hyderabad Pipeline Project".

And whereas the copies of the Gazette were made available to the public. And whereas the Competent Authority has under Sub-section (1) of Section 6 of the said Act, has submitted his report of Central Government.

And whereas, the Central Government after considering the said report and on being satisfied that the said land is required for laying the pipeline, has decided to acquire right of the user therein;

Now, therefore, in exercise of the powers conferred by Sub-section (1) of Section 6 of the said Act, the Central Government hereby declares that the right of user in the land specified in the Schedule appended to this notification is hereby acquired for laying the pipeline;

And further, in exercise of the powers conferred by Sub-section (4) of Section 6 of the said Act, the Central Government hereby directs that the right of user of the said land for laying the pipeline shall, instead of vesting in the Central Government, vests on the date of publication of the declaration, in India Oil Corporation Limited, free from all encumbrances.

SCHEDULE

DISTRICT:VISAKHAPATNAM		STATE: ANDHRA PRADESH			
MANDAL	VILLAGE	SURVEY No.	AREA		
			Hectare	Are	Sq. Mt.
(1)	(2)	(3)	(4)	(5)	(6)
SABBAVARAM	NAARAPADU	226	00	90	45
ANAKAPALLI	TUMMAPALA	704	00	33	32
		13	00	18	11
		705	00	16	87
		15	00	28	18
		17	00	13	19
		47	00	37	50
MUNAGAPAKA	NAGAVARAM	143	00	39	64
		203	00	61	19
		202	00	39	11
		199	00	38	99
		198	00	26	04
		196	00	04	61
		197	00	31	03
		191	00	16	94
		190	00	25	37
		187	00	18	95
		185	00	22	36
		183	00	03	82
		184	00	05	51
		311	00	01	71
		302	00	31	63
		310	00	03	68
		303	00	24	85
		304	00	26	89
		305	00	14	29
		342	00	23	73
		341	00	24	06
		340	00	26	13
		339	00	35	44
		347	00	13	7
		358	00	13	43
		357	00	03	33
		354	00	11	53
		352	00	06	21
		351	00	25	87
ACHUTAPURAM	MADUTURU	477	00	13	76
		469	00	00	04
		468	00	61	83
		460	00	15	30

ACHUTAPURAM	MADUTURU	462	00	14	44
		463	00	13	98
		464	00	24	54
		456	00	01	64
		457	00	29	86
		424	00	26	30
		293	00	12	47
		294	00	01	46
		296	00	14	87
		288	00	18	47
		303	00	62	70
		305	00	04	11
		306	00	00	13
		308	00	38	37
		309	00	00	01
		310	00	23	50
		103	00	13	93
		104	00	41	12
		105	00	08	75
		106	00	00	78
		102	00	01	99
		96	00	07	27
		100	00	25	06
		62	00	01	04
		66	00	24	27
		75	00	16	68
		74	00	13	70
		76	00	08	38
		77	00	20	40
		78	00	47	80
		377	00	21	73
RAMBILLI	DIMILI	265	00	25	84
RAMBILLI	RAJALA	28	00	31	34
RAMBILLI	VIJAYARAMPURAM AGRAHARAM	27	00	68	21
		26	00	05	28
		24	00	06	48
		31	00	04	43
		25	00	18	14
		23	00	04	34
		21	00	06	87
		19	00	24	39
		14	00	23	42
		17	00	02	74
		16	00	01	13
YELAMANCHILLI	KRISHNAPURAM	200	00	16	03
YELAMANCHILLI	PADMANABHARAJUPETA	144/1E	00	31	35
		144/1E-6A	00	31	35
		144/1E-6B	00	31	35
S.RAYAVARAM	PETASUDIPURAM	50-4	00	0	27
		322	00	07	42
		338	00	26	24
NAKKAPALLI	GULLIPADU	100	00	21	25
		103	00	21	59
NAKKAPALLI	GULLIPADU	105	00	08	66
		107	00	37	34
PAYAKARAOPETA	ARATLAKOTA	143	00	13	64

PAYAKARAOPETA	ARATLAKOTA	143/A-1	00	13	64
		143/A-2	00	13	64
PAYAKARAOPETA	PALTERU	34	00	02	75
		33	00	27	90
		32	00	37	58
		3	00	01	37
		4	00	16	7
		5	00	04	97
		6	00	15	19
		7	00	27	51

[F. No. R-11025(11)252/2017-OR-I/E-21033]

NOAS KINDO, Under Secy.

नई दिल्ली, 28 दिसम्बर, 2018

का. आ. 15.—केन्द्रीय सरकार को लोकहित में यह आवश्यक प्रतीत होता है कि उत्तर प्रदेश राज्य में टूण्डला टर्मिनल से कानपुर टर्मिनल तक पेट्रोलियम उत्पादों के परिवहन के लिये इंडियन ऑयल कार्पोरेशन लिमिटेड द्वारा पाइपलाइन बिछाई जानी चाहिए।

और केन्द्रीय सरकार को ऐसी पाइपलाइन बिछाने के प्रयोजन के लिये यह आवश्यक प्रतीत होता है कि ऐसी भूमि में जो इस से उपाबद्ध अनुसूची में वर्णित है, और जिसमें उक्त पाइपलाइन बिछाई जाने का प्रस्ताव है, उपयोग के अधिकार का अर्जन किया जाए।

अतः अब, केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए उस भूमि में उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा करती है।

कोई व्यक्ति, जो उक्त अनुसूची में वर्णित भूमि में हितबद्ध है, उस तारीख से, जिसको इस अधिसूचना में युक्त भारत के राजपत्र की प्रतियाँ साधारण जनता को उपलब्ध करा दी जाती हैं, इक्कीस दिन के भीतर, भूमि के नीचे पाइपलाइन बिछाए जाने के लिए उसमें उपयोग के अधिकार के संबंध में सक्षम प्राधिकारी, इंडियन ऑयल कार्पोरेशन लिमिटेड पाइपलाइन्स प्रभाग, निर्माण कार्यालय, उत्तरी क्षेत्र पाइपलाइन्स, टूण्डला - गौरिया पाइपलाइन परियोजना, ई-160, प्रथम व द्वितीय तल, कमला नगर, आगरा (यू.पी.) – 282004 को लिखित रूप में आक्षेप भेज सकेगा।

अनुसूची

तहसील – रसुलाबाद

जिला – कानपुर देहात

राज्य – उत्तर प्रदेश

क्रम सं.	गांव का नाम	खसरा सं.	क्षेत्रफल		
			हेक्टेयर	एयर	वर्ग मीटर

1	2	3	4	5	6
1.	नार खुर्द	460	00	14	26
		465	00	05	21
		457	00	06	52
		456	00	01	01

1	2	3	4	5	6
	नार खुर्द	459	00	00	17
		436	00	13	90
		435	00	18	81
		434	00	04	58
		433	00	00	10
		420	00	14	16
		304	00	00	25
		311	00	05	80
		419	00	15	59
		312	00	08	02
		418	00	06	47
		315	00	01	84
		317	00	27	00
		316	00	00	10
		318	00	13	47
		325	00	02	66
		324	00	10	32
		323	00	05	69
		340	00	18	59
		337	00	06	54
		339	00	16	33
		346	00	00	36
		347	00	10	20
		348	00	18	16
		392	00	15	13
		393	00	16	10
		394	00	00	10
		877	00	00	39
		878	00	00	87

1	2	3	4	5	6
	नार खुर्द	879	00	14	59
		880	00	08	37
		881	00	08	36
		882	00	03	40
		892	00	12	66
		897	00	15	02
		921	00	02	41
		1386	00	01	07
		1387	00	16	20
		1389	00	15	78
		1392	00	08	17
		1450	00	14	44
		1469	00	10	52
		1477	00	07	26
		1478	00	11	50
		1482	00	06	93
		1483	00	16	50
		1485	00	00	65
		1519	00	07	89
		1520	00	15	45
		1522	00	21	50
		1523	00	08	24
2.	नार खास	234	00	06	80
		235	00	06	91
		236	00	08	46
		231	00	12	90
		237	00	19	36
		240	00	19	13
		250	00	21	49

1	2	3	4	5	6
	नार खास	247	00	33	21
		246	00	00	10
		257	00	30	07
		258	00	00	10
		259	00	00	37
		260	00	10	08
		199	00	21	03
		266	00	00	36
		267	00	00	10
		268	00	14	99
		269	00	07	56
		271	00	07	28
		272	00	00	10
		273	00	17	17
		189	00	03	09
		188	00	26	92
3.	भवनपुर	440	00	22	52
		434	00	09	20
		432	00	04	58
		431	00	02	49
		430	00	12	67
		429	00	04	55
		428	00	08	53
		419	00	08	36
		418	00	12	55
		417	00	12	99
		415	00	25	08
		414	00	03	69
		413	00	03	44

1	2	3	4	5	6
	भवनपुर	412	00	10	67
		276	00	00	37
		411	00	07	11
		410	00	18	11
		409	00	00	10
		281	00	10	11
		366	00	05	15
		397	00	10	00
		396	00	10	40
		395	00	06	22
		386	00	07	01
		384	00	15	02
		381	00	14	51
		376	00	16	21
		335	00	10	09
		332	00	05	49
		331	00	09	64
		330	00	09	70
		327	00	04	83
		326	00	01	02
		325	00	09	67
		324	00	01	44
4.	मनकी	48	00	02	34
		59	00	00	64
		49	00	00	36
		58	00	28	72
		71	00	01	31
		238	00	17	40
		239	00	21	52

1	2	3	4	5	6
	मनकी	240	00	14	65
		242	00	09	35
		246	00	06	03
		247	00	01	83
		248	00	00	34
		251	00	04	74
		255	00	00	44
		254	00	11	65
		253	00	01	79
5.	सलेमपुर महेरा	1056	00	05	57
		1061	00	07	04
		1060	00	02	85
		1059	00	09	71
		1065	00	06	37
		1066	00	03	20
		746	00	01	91
6.	कठिका	98	00	03	35
		93	00	10	90
		92	00	01	54
		94	00	07	10
		91	00	04	67
		95	00	10	40
		97	00	07	28
		127	00	15	18
		99	00	01	63
		107	00	15	57
		108	00	16	33
7.	मलगांव	72	00	24	09
		73	00	00	99

1	2	3	4	5	6
	मलगांव	74	00	11	14
		76	00	10	51
		75	00	00	26
		78	00	00	73
		79	00	17	92
		34	00	00	45
		33	00	10	98
		230	00	07	31
		227	00	20	05
		150	00	15	23
		141	00	34	91
		143	00	00	10
		139	00	12	97
		138	00	00	10
		137	00	05	39
		135	00	02	68
		136	00	03	42
		373	00	08	68
		372	00	07	46
		375	00	00	10
		376	00	00	52
		377	00	00	24
		380	00	01	43
		371	00	06	41
		381	00	31	50
		392	00	17	59
		652	00	00	95
		703	00	01	73
		702	00	02	32

1	2	3	4	5	6
	मलगांव	701	00	08	35
		700	00	16	46
		695	00	06	98
		694	00	00	20
		693	00	23	33
		881	00	17	77
		879	00	00	25
		880	00	00	10
		871	00	11	15
		872	00	00	10
		870	00	02	48
		867	00	17	76
		858	00	10	12
		1265	00	06	33
		1264	00	01	02
		1277	00	09	53
		1276	00	21	92
8.	केशीपुर	88	00	17	47
		89	00	06	16
		90	00	05	12
		93	00	22	66
		91	00	04	54
		92	00	01	35
		94	00	17	14
		95	00	04	59
		100	00	00	34
		101	00	02	23
		102	00	08	51
		152	00	38	43

1	2	3	4	5	6
	केशीपुर	157	00	51	12
		85/175	00	21	27
9.	गाऊपुर	155	00	12	46
		156	00	17	86
		157	00	04	02
		158	00	04	06
		186	00	01	45
		142	00	12	09
		188	00	16	14
		193	00	06	95
		194	00	24	45
		192	00	02	97
		195	00	01	93
		197	00	00	56
		198	00	00	48
		644	00	13	50
		643	00	14	34
		652	00	19	02
		653	00	00	72
		642	00	10	38
		595	00	08	83
		554	00	11	10
		551	00	01	60
		550	00	06	83
		546	00	13	41
		521	00	01	18
		565	00	02	52
		567	00	08	36
		519	00	04	05

1	2	3	4	5	6
	गाऊपुर	518	00	08	18
		517	00	08	03
		515	00	06	03
		514	00	16	02
		466	00	01	69
		513	00	27	47
		474	00	00	69
		470	00	00	10
		501	00	09	11
		500	00	08	68
		499	00	21	57
		498	00	13	51
		497	00	00	72
		496	00	11	57
		476	00	00	54
		495	00	04	94
		494	00	08	83
		491	00	03	78
		489	00	03	71
10.	देवरा	169	00	20	91
		170	00	14	63
		178	00	16	75
		180	00	16	10
		185	00	06	88
		183	00	00	10
		186	00	14	57
		184	00	00	10
		187	00	08	99
11.	मुलही	202	00	00	26

1	2	3	4	5	6
	मुलही	203	00	01	06
		204	00	06	24
		207	00	00	10
		205	00	20	05
		206	00	10	75
		217	00	10	50
		218	00	05	38
		31	00	01	07
		32	00	03	98
		33	00	05	21
		34	00	05	96
		35	00	24	88
		58	00	05	55
		59	00	06	39
		60	00	05	97
		61	00	06	94
		62	00	06	56
		63	00	03	92
		64	00	19	93
		68	00	02	08
		65	00	16	00
		76	00	09	04
		75	00	07	18
		77	00	05	93
		81	00	02	83
		82	00	06	39
		83	00	11	24
		84	00	11	51
		97	00	24	62

1	2	3	4	5	6
	मुलही	98	00	14	13
		125	00	16	34
		124	00	04	43
		128	00	22	69
		136	00	00	15
		137	00	23	75
		152	00	20	03
		153	00	12	22
		159	00	22	51
		166	00	06	43
		169	00	05	36
		176	00	19	38
		177	00	07	31
		175	00	13	26
		178	00	12	04
		181	00	12	63
		183	00	00	10
12.	सुन्दरपुर गजेन	594	00	12	05
		595	00	12	00
		596	00	01	46

[फा. सं. आर-11025(11)20/2018-ओआर-I/ई-27595]

नोवस किन्डो, अवर सचिव

New Delhi, the 28th December, 2018

S.O. 15.—Whereas, it appears to the Central Government that it is necessary in the public interest that for the transportation of petroleum products from Tundla Terminal to Kanpur Terminal should be laid by Indian Oil Corporation Limited. And whereas, it appears to the Central Government that for the purpose of laying the said pipeline, it is necessary to acquire the right of user in the land described in the schedule annexed to this notification;

Now, therefore, in exercise of the powers conferred by Sub section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein;

Any person interested in the land described in the said schedule may, within twenty-one days from the date on which the copies of this notification, as published in the Gazette of India, are made available to the General Public, object in writing to the acquisition of the right of user therein or laying of the pipeline under the land to Competent Authority, Indian Oil Corporation Limited (Pipelines Division), Construction Office, Northern Region Pipelines, Tundla-Gawria Pipeline Project, E-160,1st & 2nd floor, Kamlanagar, Agra(U.P.) – 282 004.

SCHEDE

Tehsil:- Rasulabad

District:- Kanpur Dehat

State :- Uttar Pradesh

Sl. No.	Name of the Village	Khasara No.	Area		
			Hectare	Are	Sq.mtr.
1	2	3	4	5	6
1.	Nar Khurd	460	00	14	26
		465	00	05	21
		457	00	06	52
		456	00	01	01
		459	00	00	17
		436	00	13	90
		435	00	18	81
		434	00	04	58
		433	00	00	10
		420	00	14	16
		304	00	00	25
		311	00	05	80
		419	00	15	59
		312	00	08	02
		418	00	06	47
		315	00	01	84
		317	00	27	00
		316	00	00	10
		318	00	13	47
		325	00	02	66
		324	00	10	32
		323	00	05	69
		340	00	18	59
		337	00	06	54
		339	00	16	33
		346	00	00	36
		347	00	10	20
		348	00	18	16
		392	00	15	13
		393	00	16	10
		394	00	00	10

	Nar Khurd	877	00	00	39
		878	00	00	87
		879	00	14	59
		880	00	08	37
		881	00	08	36
		882	00	03	40
		892	00	12	66
		897	00	15	02
		921	00	02	41
		1386	00	01	07
		1387	00	16	20
		1389	00	15	78
		1392	00	08	17
		1450	00	14	44
		1469	00	10	52
		1477	00	07	26
		1478	00	11	50
		1482	00	06	93
		1483	00	16	50
		1485	00	00	65
		1519	00	07	89
		1520	00	15	45
		1522	00	21	50
		1523	00	08	24
2.	Nar Khas	234	00	06	80
		235	00	06	91
		236	00	08	46
		231	00	12	90
		237	00	19	36
		240	00	19	13
		250	00	21	49
		247	00	33	21
		246	00	00	10
		257	00	30	07
		258	00	00	10

	Nar Khas	259	00	00	37
		260	00	10	08
		199	00	21	03
		266	00	00	36
		267	00	00	10
		268	00	14	99
		269	00	07	56
		271	00	07	28
		272	00	00	10
		273	00	17	17
		189	00	03	09
		188	00	26	92
3.	Bhavanpur	440	00	22	52
		434	00	09	20
		432	00	04	58
		431	00	02	49
		430	00	12	67
		429	00	04	55
		428	00	08	53
		419	00	08	36
		418	00	12	55
		417	00	12	99
		415	00	25	08
		414	00	03	69
		413	00	03	44
		412	00	10	67
		276	00	00	37
		411	00	07	11
		410	00	18	11
		409	00	00	10
		281	00	10	11
		366	00	05	15
		397	00	10	00
		396	00	10	40
		395	00	06	22

	Bhavanpur	386	00	07	01
		384	00	15	02
		381	00	14	51
		376	00	16	21
		335	00	10	09
		332	00	05	49
		331	00	09	64
		330	00	09	70
		327	00	04	83
		326	00	01	02
		325	00	09	67
		324	00	01	44
4.	Manki	48	00	02	34
		59	00	00	64
		49	00	00	36
		58	00	28	72
		71	00	01	31
		238	00	17	40
		239	00	21	52
		240	00	14	65
		242	00	09	35
		246	00	06	03
		247	00	01	83
		248	00	00	34
		251	00	04	74
		255	00	00	44
		254	00	11	65
		253	00	01	79
5.	Salempur Mahera	1056	00	05	57
		1061	00	07	04
		1060	00	02	85
		1059	00	09	71
		1065	00	06	37
		1066	00	03	20
		746	00	01	91

6.	Kathika	98	00	03	35
		93	00	10	90
		92	00	01	54
		94	00	07	10
		91	00	04	67
		95	00	10	40
		97	00	07	28
		127	00	15	18
		99	00	01	63
		107	00	15	57
		108	00	16	33
7.	Malgaon	72	00	24	09
		73	00	00	99
		74	00	11	14
		76	00	10	51
		75	00	00	26
		78	00	00	73
		79	00	17	92
		34	00	00	45
		33	00	10	98
		230	00	07	31
		227	00	20	05
		150	00	15	23
		141	00	34	91
		143	00	00	10
		139	00	12	97
		138	00	00	10
		137	00	05	39
		135	00	02	68
		136	00	03	42
		373	00	08	68
		372	00	07	46
		375	00	00	10
		376	00	00	52
		377	00	00	24

Malgaon	380	00	01	43
	371	00	06	41
	381	00	31	50
	392	00	17	59
	652	00	00	95
	703	00	01	73
	702	00	02	32
	701	00	08	35
	700	00	16	46
	695	00	06	98
	694	00	00	20
	693	00	23	33
	881	00	17	77
	879	00	00	25
	880	00	00	10
	871	00	11	15
	872	00	00	10
	870	00	02	48
	867	00	17	76
	858	00	10	12
	1265	00	06	33
	1264	00	01	02
	1277	00	09	53
	1276	00	21	92
8. Keshipur	88	00	17	47
	89	00	06	16
	90	00	05	12
	93	00	22	66
	91	00	04	54
	92	00	01	35
	94	00	17	14
	95	00	04	59
	100	00	00	34
	101	00	02	23
	102	00	08	51

	Keshipur	152	00	38	43
		157	00	51	12
		85/175	00	21	27
9.	Gaupur	155	00	12	46
		156	00	17	86
		157	00	04	02
		158	00	04	06
		186	00	01	45
		142	00	12	09
		188	00	16	14
		193	00	06	95
		194	00	24	45
		192	00	02	97
		195	00	01	93
		197	00	00	56
		198	00	00	48
		644	00	13	50
		643	00	14	34
		652	00	19	02
		653	00	00	72
		642	00	10	38
		595	00	08	83
		554	00	11	10
		551	00	01	60
		550	00	06	83
		546	00	13	41
		521	00	01	18
		565	00	02	52
		567	00	08	36
		519	00	04	05
		518	00	08	18
		517	00	08	03
		515	00	06	03
		514	00	16	02
		466	00	01	69

	Gaupur	513	00	27	47
		474	00	00	69
		470	00	00	10
		501	00	09	11
		500	00	08	68
		499	00	21	57
		498	00	13	51
		497	00	00	72
		496	00	11	57
		476	00	00	54
		495	00	04	94
		494	00	08	83
		491	00	03	78
		489	00	03	71
10.	Devra	169	00	20	91
		170	00	14	63
		178	00	16	75
		180	00	16	10
		185	00	06	88
		183	00	00	10
		186	00	14	57
		184	00	00	10
		187	00	08	99
11.	Mulhi	202	00	00	26
		203	00	01	06
		204	00	06	24
		207	00	00	10
		205	00	20	05
		206	00	10	75
		217	00	10	50
		218	00	05	38
		31	00	01	07
		32	00	03	98
		33	00	05	21
		34	00	05	96

Mulhi	35	00	24	88
	58	00	05	55
	59	00	06	39
	60	00	05	97
	61	00	06	94
	62	00	06	56
	63	00	03	92
	64	00	19	93
	68	00	02	08
	65	00	16	00
	76	00	09	04
	75	00	07	18
	77	00	05	93
	81	00	02	83
	82	00	06	39
	83	00	11	24
	84	00	11	51
	97	00	24	62
	98	00	14	13
	125	00	16	34
	124	00	04	43
	128	00	22	69
	136	00	00	15
	137	00	23	75
	152	00	20	03
	153	00	12	22
	159	00	22	51
	166	00	06	43
	169	00	05	36
	176	00	19	38

Mulhi	177	00	07	31
	175	00	13	26
	178	00	12	04
	181	00	12	63
	183	00	00	10
12. Sundarpur Gajen	594	00	12	05
	595	00	12	00
	596	00	01	46

[F. No. R-11025(11)20/2018-OR-I/E-27595]

NOAS KINDO, Under Secy.

नई दिल्ली, 28 दिसम्बर, 2018

का. आ. 16.—केन्द्रीय सरकार को लोकहित में यह आवश्यक प्रतीत होता है कि उत्तर प्रदेश राज्य में टूण्डला टर्मिनल से कानपुर टर्मिनल तक पेट्रोलियम उत्पादों के परिवहन के लिये इंडियन ऑयल कार्पोरेशन लिमिटेड द्वारा पाइपलाइन बिछाई जानी चाहिए।

और केन्द्रीय सरकार को ऐसी पाइपलाइन बिछाने के प्रयोजन के लिये यह आवश्यक प्रतीत होता है कि ऐसी भूमि में जो इस से उपावद्ध अनुसूची में वर्णित है, और जिसमें उक्त पाइपलाइन बिछाई जाने का प्रस्ताव है, उपयोग के अधिकार का अर्जन किया जाए।

अतः अब, केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए उस भूमि में उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा करती है।

कोई व्यक्ति, जो उक्त अनुसूची में वर्णित भूमि में हितबद्ध है, उस तारीख से, जिसको इस अधिसूचना में युक्त भारत के राजपत्र की प्रतियाँ साधारण जनता को उपलब्ध करा दी जाती है, इक्कीस दिन के भीतर, भूमि के नीचे पाइपलाइन बिछाए जाने के लिए उसमें उपयोग के अधिकार के संबंध में सक्षम प्राधिकारी, इंडियन ऑयल कार्पोरेशन लिमिटेड पाइपलाइन्स प्रभाग, निर्माण कार्यालय, उत्तरी क्षेत्र पाइपलाइन्स, टूण्डला - गौरिया पाइपलाइन परियोजना, ई-160, प्रथम व द्वितीय तल, कमला नगर, आगरा (यू.पी.) - 282004 को लिखित रूप में आक्षेप भेज सकेगा।

अनुसूची

तहसील - डेरापुर

जिला - कानपुर देहात

राज्य - उत्तर प्रदेश

क्रम सं.	गांव का नाम	खसरा सं.	क्षेत्रफल		
			हेक्टेयर	एयर	वर्ग मीटर

1	2	3	4	5	6
1.	बचीतपुरवा	542	00	20	58
		541	00	23	73
		546	00	03	75

1	2	3	4	5	6
	बचीतपुरवा	537	00	11	80
		536	00	09	80
		517	00	16	52
		513	00	01	94
		512	00	04	59
		510	00	06	48
		511	00	01	27
		498	00	00	12
		500	00	12	58
		501	00	00	85
		499	00	04	19
		504	00	09	79
		505	00	13	94
		683	00	00	11
		682	00	00	10
		681	00	00	10
		678	00	11	22
		676	00	05	72
		679	00	30	37
		680	00	01	79
		674	00	10	55
		671	00	33	09
		670	00	16	26
		670/1351	00	01	58
		667	00	00	60
		668	00	11	92
		666	00	16	36
		664	00	08	84
		663	00	05	25

1	2	3	4	5	6
	बचीतपुरवा	1145	00	16	33
		1146	00	08	30
		1147	00	13	00
		1168	00	01	17
		1176	00	03	20
		1215	00	03	39
		1214	00	05	51
		1177	00	01	26
		1213	00	06	81
		1212	00	14	99
		1209	00	10	19
		1208	00	22	81
		1206	00	05	28
		1205	00	07	45
		1204	00	08	38
		1203	00	03	63
		1201	00	02	98
		1202	00	02	38
		1197	00	09	91
2.	बनीपारा जिनई	519	00	07	79
		518	00	09	41
		509	00	26	12
		506	00	21	03
		501	00	24	75
		500	00	27	14
		499	00	16	85
		577	00	00	44
		582	00	08	02
		583	00	07	29

1	2	3	4	5	6
	बनीपारा जिनई	584	00	07	20
		586	00	34	05
		457	00	00	10
		587	00	00	14
		456	00	03	40
		455	00	21	12
		610	00	06	77
		618	00	00	41
		617	00	05	43
		619	00	21	66
		425	00	02	45
		424	00	08	17
		423	00	03	51
		422	00	06	20
		421	00	08	99
		420	00	00	69
		428	00	01	16
		417	00	00	63
		415	00	00	95
		414	00	03	57
		411	00	15	08
		410	00	27	20
		406	00	00	38
		407	00	11	98
3.	बनीपारा महाराज	35	00	05	20
		66	00	25	13
		67	00	01	65
		64	00	23	08
		63	00	02	62

1	2	3	4	5	6
	बनीपारा महाराज	492	00	00	41
		496	00	03	59
		495	00	00	93
		493	00	20	90
		494	00	07	16
		588	00	05	84
		544	00	00	36
		545	00	14	37
		546	00	04	62
		547	00	02	28
		548	00	00	70
		549	00	09	10
		551	00	25	53
		566	00	00	54
		569	00	07	63
		570	00	06	42
		577	00	09	90
		576	00	00	15
		580	00	16	86
		910	00	05	20
		909	00	06	00
		908	00	33	31
		906	00	12	46
		902	00	20	02
		897	00	11	34
4.	देवकी पुरवा	313	00	06	31
		312	00	01	68
		318	00	00	38
		317	00	05	58

1	2	3	4	5	6
	देवकी पुरवा	316	00	00	21
		320	00	05	41
		321	00	07	21
		322	00	00	93
		369	00	09	84
		373/380	00	01	46
		373	00	08	82
		374	00	15	71
5.	बनीपारा जौहर	74	00	10	73
		75	00	00	10
		62	00	28	76
		63	00	14	52
		45	00	11	64
		43	00	20	66
		42	00	04	72
		12	00	12	11
		9	00	10	29
		10	00	07	24
6.	जजमुइया	739	00	09	28
		737	00	15	08
		751	00	11	73
		752	00	17	38
		756	00	13	43
		892	00	11	83
		894	00	44	62
		887	00	07	82
		888	00	00	10
		885	00	00	53
		878	00	02	74

1	2	3	4	5	6
	जजमुद्या	877	00	00	10
		881	00	32	37
		880	00	36	17

[फा. सं. आर-11025(11)20/2018-ओआर-1/ई-27595]

नोवस किन्डो, अवर सचिव

New Delhi, the 28th December, 2018

S.O. 16.—Whereas, it appears to the Central Government that it is necessary in the public interest that for the transportation of petroleum products from Tundla Terminal to Kanpur Terminal should be laid by Indian Oil Corporation Limited. And whereas, it appears to the Central Government that for the purpose of laying the said pipeline, it is necessary to acquire the right of user in the land described in the schedule annexed to this notification;

Now, therefore, in exercise of the powers conferred by Sub section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein;

Any person interested in the land described in the said schedule may, within twenty-one days from the date on which the copies of this notification, as published in the Gazette of India, are made available to the General Public, object in writing to the acquisition of the right of user therein or laying of the pipeline under the land to Competent Authority, Indian Oil Corporation Limited (Pipelines Division), Construction Office, Northern Region Pipelines, Tundla-Gawria Pipeline Project, E-160,1st & 2nd floor, Kamla Nagar, Agra(U.P.) – 282 004.

SCHEDULE

Tehsil:- Derapur

District:- Kanpur Dehat

State :- Uttar Pradesh

Sl. No.	Name of the Village	Khasara No.	Area		
			Hectare	Are	Sq.mtr.

1	2	3	4	5	6
1.	Bacheet Purwa	542	00	20	58
		541	00	23	73
		546	00	03	75
		537	00	11	80
		536	00	09	80
		517	00	16	52
		513	00	01	94
		512	00	04	59
		510	00	06	48
		511	00	01	27
		498	00	00	12
		500	00	12	58
		501	00	00	85
		499	00	04	19
		504	00	09	79
		505	00	13	94
		683	00	00	11
		682	00	00	10

1	2	3	4	5	6
	Bacheet Purwa				
		681	00	00	10
		678	00	11	22
		676	00	05	72
		679	00	30	37
		680	00	01	79
		674	00	10	55
		671	00	33	09
		670	00	16	26
		670/1351	00	01	58
		667	00	00	60
		668	00	11	92
		666	00	16	36
		664	00	08	84
		663	00	05	25
		1145	00	16	33
		1146	00	08	30
		1147	00	13	00
		1168	00	01	17
		1176	00	03	20
		1215	00	03	39
		1214	00	05	51
		1177	00	01	26
		1213	00	06	81
		1212	00	14	99
		1209	00	10	19
		1208	00	22	81
		1206	00	05	28
		1205	00	07	45
		1204	00	08	38
		1203	00	03	63
		1201	00	02	98
		1202	00	02	38
		1197	00	09	91
2.	Banipara Jinai	519	00	07	79
		518	00	09	41
		509	00	26	12
		506	00	21	03
		501	00	24	75
		500	00	27	14
		499	00	16	85
		577	00	00	44
		582	00	08	02
		583	00	07	29

1	2	3	4	5	6
	Banipara Jinai				
		584	00	07	20
		586	00	34	05
		457	00	00	10
		587	00	00	14
		456	00	03	40
		455	00	21	12
		610	00	06	77
		618	00	00	41
		617	00	05	43
		619	00	21	66
		425	00	02	45
		424	00	08	17
		423	00	03	51
		422	00	06	20
		421	00	08	99
		420	00	00	69
		428	00	01	16
		417	00	00	63
		415	00	00	95
		414	00	03	57
		411	00	15	08
		410	00	27	20
		406	00	00	38
		407	00	11	98
3.	Banipara Maharaj	35	00	05	20
		66	00	25	13
		67	00	01	65
		64	00	23	08
		63	00	02	62
		492	00	00	41
		496	00	03	59
		495	00	00	93
		493	00	20	90
		494	00	07	16
		588	00	05	84
		544	00	00	36
		545	00	14	37
		546	00	04	62
		547	00	02	28
		548	00	00	70
		549	00	09	10

1	2	3	4	5	6
	Banipara Maharaj	551	00	25	53
		566	00	00	54
		569	00	07	63
		570	00	06	42
		577	00	09	90
		576	00	00	15
		580	00	16	86
		910	00	05	20
		909	00	06	00
		908	00	33	31
		906	00	12	46
		902	00	20	02
		897	00	11	34
4.	Devki Purva	313	00	06	31
		312	00	01	68
		318	00	00	38
		317	00	05	58
		316	00	00	21
		320	00	05	41
		321	00	07	21
		322	00	00	93
		369	00	09	84
		373/380	00	01	46
		373	00	08	82
		374	00	15	71
5.	Banipara Jauhar	74	00	10	73
		75	00	00	10
		62	00	28	76
		63	00	14	52
		45	00	11	64
		43	00	20	66
		42	00	04	72
		12	00	12	11
		9	00	10	29
		10	00	07	24
6.	Jajmuiya	739	00	09	28
		737	00	15	08
		751	00	11	73
		752	00	17	38
		756	00	13	43
		892	00	11	83
		894	00	44	62
		887	00	07	82

1	2	3	4	5	6
	Jajmuiya	888	00	00	10
		885	00	00	53
		878	00	02	74
		877	00	00	10
		881	00	32	37
		880	00	36	17

[F. No. R-11025(11)20/2018-OR-I/E-27595]

NOAS KINDO, Under Secy.

नई दिल्ली, 28 दिसम्बर, 2018

का. आ. 17.—केन्द्रीय सरकार को लोकहित में यह आवश्यक प्रतीत होता है कि उत्तर प्रदेश राज्य में टूण्डला टर्मिनल से कानपुर टर्मिनल तक पेट्रोलियम उत्पादों के परिवहन के लिये इंडियन ऑयल कार्पोरेशन लिमिटेड द्वारा पाइपलाइन विद्वाई जानी चाहिए।

और केन्द्रीय सरकार को ऐसी पाइपलाइन विद्वाने के प्रयोजन के लिये यह आवश्यक प्रतीत होता है कि ऐसी भूमि में जो इस से उपावद्ध अनुसूची में वर्णित है, और जिसमें उक्त पाइपलाइन विद्वाई जाने का प्रस्ताव है, उपयोग के अधिकार का अर्जन किया जाए।

अतः अब, केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए उस भूमि में उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा करती है।

कोई व्यक्ति, जो उक्त अनुसूची में वर्णित भूमि में हितवद्ध है, उस तारीख से, जिसको इस अधिसूचना में युक्त भारत के राजपत्र की प्रतियाँ साधारण जनता को उपलब्ध करा दी जाती हैं, इक्कीस दिन के भीतर, भूमि के नीचे पाइपलाइन विद्वाएं जाने के लिए उसमें उपयोग के अधिकार के संबंध में सक्षम प्राधिकारी, इंडियन ऑयल कार्पोरेशन लिमिटेड पाइपलाइन्स प्रभाग, निर्माण कार्यालय, उत्तरी क्षेत्र पाइपलाइन्स, टूण्डला - गौरिया पाइपलाइन परियोजना, ई-160, प्रथम व द्वितीय तल, कमलनगर, आगरा (यू.पी.) – 282004 को लिखित रूप में आक्षेप भेज सकेगा।

अनुसूची

तहसील – विधुना

जिला – औरेया

राज्य – उत्तर प्रदेश

क्रम सं.	गांव का नाम	खसरा सं.	क्षेत्रफल		
			हेक्टेयर	एयर	वर्ग मीटर

1	2	3	4	5	6
1.	गढवाना	7	00	23	81
		8	00	05	64
		9	00	05	56
		11	00	30	70
		10	00	00	10

1	2	3	4	5	6
	गढवाना	20	00	29	10
		12	00	00	79
		13	00	09	76
		21	00	04	52
		22	00	04	47
		25	00	19	81
		32	00	07	28
		38	00	12	43
		37	00	05	41
		39	01	01	17
		480	00	05	98
		477	00	11	23
		481	00	10	73
		482	00	00	32
		490	00	05	06
		489	00	17	98
		487	00	03	44
		493	00	07	39
		492	00	00	10
		494	00	03	12
		491	00	01	50
		495	00	06	04
		497	00	03	05
		496	00	03	74
		503	00	07	13
		504	00	03	45
		505	00	06	70
		510	00	04	80
		511	00	03	90

1	2	3	4	5	6
	गढ़वाना	512	00	08	31
		513	00	22	23
		669	00	61	92
		670	00	01	81
2.	इटेली	12	00	00	17
		13	00	00	10
		11	00	04	23
		15	00	14	43
		14	00	01	30
		18	00	04	00
		19	00	00	20
		20	00	00	78
		21	00	08	84
		25	00	03	98
		23	00	04	85
		293	00	06	08
		292	00	08	95
		290	00	05	95
		354	00	02	48
		355	00	13	18
		356	00	06	43
		287	00	00	10
		357	00	03	26
		281	00	02	33
		360	00	05	59
		369	00	15	78
		377	00	01	20
		375	00	01	16
		376	00	01	93

1	2	3	4	5	6
	इटली	379	00	11	21
		382	00	03	70
		374	00	02	02
		387	00	16	23
		383	00	00	89
		418	00	15	63
		417	00	05	07
		416	00	00	13
		448	00	15	48
		449	00	14	89
		399	00	13	75
		452	00	06	73
		453	00	08	21
		454	00	00	13
		457	00	00	58
		456	00	08	37
		928	00	03	75
		930	00	19	06
		933	00	01	13
		926	00	18	53
		983	00	19	90
		917	00	01	15
		984	00	38	58
		992	00	03	48
		989	00	02	84
		991	00	03	55
		990	00	02	07
		1016	00	09	46
		1017	00	00	10

1	2	3	4	5	6
	झैली	1018	00	10	73
		1019	00	00	10
		1042	00	13	56
		1049	00	00	12
		1043	00	15	87
		1044	00	10	58
		1067	00	08	69
		1068	00	00	53
		1065	00	16	27
		1064	00	02	19
		1063	00	15	74
		1074	00	06	21
		1083	00	19	10
		1081	00	02	98
		1082	00	09	06
		1089	00	01	47
3.	मसूदपुर	764	00	10	48
		765	00	01	46
		763	00	07	47
		766	00	08	77
		773	00	06	20
		774	00	19	05
4.	नन्दपुर	697	00	02	36
		694	00	00	10
		702	00	00	41
		703	00	13	49
		704	00	00	10
		707	00	10	02
		706	00	23	76

1	2	3	4	5	6
	नन्दपुर	710	00	19	03
		718	00	27	56
		780	00	02	80
		678	00	01	18
		670	00	09	61
		719	00	00	98
		720	00	04	37
		669	00	03	60
		732	00	02	45
		733	00	10	83
		734	00	10	07
		735	00	10	21
		736	00	11	46
		737	00	04	21
		738	00	02	89
		755	00	00	37
		761	00	17	90
		762	00	10	50
		765	00	15	97
		766	00	00	32
		767	00	10	42
		768	00	11	38
		772	00	15	13
		793	00	00	17
		804	00	36	35
		818	00	32	34
		831	00	00	92
		826	00	26	29
		827	00	01	91

1	2	3	4	5	6
	नन्दपुर	828	00	01	50
		852	00	00	14
		830	00	00	24
		851	00	00	85
		846	00	07	09
		850	00	36	31
5.	कुंवरपुर	238	00	29	76
6.	रुरखुद	2719	00	00	29
		2718	00	00	41
		2717	00	17	52
		2716	00	14	06
		2715	00	01	50
		2726	00	10	84
		2727	00	16	04
		2730	00	29	43
		2732	00	11	67
		2733	00	41	03
		2735	00	53	75
		2994	00	40	25
		2995	00	11	78
		3298	01	01	19
		3304	00	14	88
		3305	00	03	61
		3294	00	01	28
		3306	00	00	33
		3307	00	07	42
		3308	00	24	43
		3309	00	13	71
		3311	00	07	89

1	2	3	4	5	6
	रुक्षद	3352	00	00	10
		3355	00	24	91
		3463	00	03	34
		3455	00	06	47
		3452	00	04	82
		3451	00	04	73
		3447	00	11	30
		3376	00	08	31
		3377	00	15	28
		3378	00	00	10
		3425	00	58	08
		3420	00	11	25
		3418	00	00	40
7.	बराहार	30	00	07	59
		29	00	17	70
		3	00	04	98
		28	00	03	94
		2	00	06	49
		26	00	12	18
		5	00	00	80
		13	00	17	81
		12	00	02	82
		15	00	06	16
		16	00	01	43
		130	00	07	64
		129	00	16	95
		131	00	14	95
		133	00	10	23

1	2	3	4	5	6
8.	बरुआ	62	00	00	31
		67	00	12	65
		68	00	09	49
		69	00	08	80
		176	00	08	64
		177	00	21	29
		178	00	24	73
		180	00	00	10
		179	00	02	00
		305	00	03	05
		303	00	01	14
		309	00	05	73
		308	00	02	20
		310	00	14	66
		311	00	01	73
		317	00	02	41
		319	00	06	20
		327	00	04	35
		328	00	05	70
		329	00	10	65
		340	00	12	67
		343	00	12	54
		364	00	00	10
		366	00	06	81
		365	00	03	20
		367	00	07	05
9.	बलखण्डपुर	162	00	12	07
		161	00	00	82
		164	00	13	27

1	2	3	4	5	6
	बलखण्डपुर	165	00	22	59
10.	सोहनी	57	00	00	53
		56	00	00	63
		55	00	06	93
		58	00	17	70
		61	00	15	73
		62	00	05	87
		121	00	05	17
		122	00	01	06
		123	00	06	23
		126	00	12	03
		125	00	07	59
		131	00	00	37
		140	00	00	10
		141	00	14	30
		142	00	03	53
		143	00	00	10
		144	00	05	60
		146	00	06	90
		147	00	04	53
		148	00	05	17
		145	00	04	40
		149	00	00	49
		150	00	09	14
		151	00	10	55
		153	00	09	05
		154	00	02	94
		157	00	00	10
		155	00	00	10

1	2	3	4	5	6
	सोहनी	169	00	00	61
		180	00	21	95
		178	00	19	07
11.	ऐली	158	00	00	62
		159	00	05	90
		160	00	21	03
		162	00	07	40
12.	तिलकपुर सरमेडी	24	00	05	79
		21	00	06	36
		30	00	06	10
		29	00	01	14
		28	00	06	34
		32	00	10	04
		56	00	25	42
		63	00	23	54
		68	00	00	32
		73	00	15	31
		97	00	08	62
		98	00	00	10
		99	00	07	17
		101	00	00	38
		102	00	08	69
		105	00	07	96
		106	00	03	62
13.	दिवरांव	495	00	16	83
		500	00	00	49
		496	00	00	10
		501	00	10	65
		502	00	09	89

1	2	3	4	5	6
	दिवरांव	507	00	12	15
		505	00	01	23
		511	00	01	10
		513	00	04	59
		514	00	07	01
		515	00	13	52
		429	00	21	04
		400	00	08	74
		401	00	01	42
		397	00	34	05
		381	00	02	46
		382	00	08	41
		383	00	02	31
		374	00	00	25
		384	00	05	71
		373	00	18	02
		375	00	00	40
		349	00	01	13
		348	00	08	30
		341	00	01	72
		342	00	09	10
		343	00	04	49
		340	00	06	41
		339	00	02	12
		337	00	18	67
		330	00	02	82
		336	00	01	06
		335	00	00	61
		334	00	01	48

1	2	3	4	5	6
	दिवरांव	333	00	10	33
		332	00	00	90
		697	00	02	16
		694	00	02	17
		695	00	18	53
		703	00	06	39
		702	00	01	60
		704	00	02	49
		706	00	02	31
		707	00	01	98
		919	00	03	87
		974	00	35	11
		965	00	11	88
		964	00	01	76
		966	00	02	71
		967	00	04	17
		949	00	41	89
		950	00	00	10
14.	हरचंदपुर	294	00	09	28
		299	00	07	65
		298	00	17	19
		303	00	01	52
		304	00	05	51
		315	00	16	00
		341	00	16	71
		317	00	03	59
		319	00	04	49
		333	00	08	99
		332	00	00	45

1	2	3	4	5	6
	हरचंदपुर	331	00	09	84
		329	00	04	76
		330	00	00	10
		328	00	00	79
		327	00	12	00
		449	00	34	14
		450	00	00	16
		465	00	21	85
		466	00	10	39
		467	00	10	45
		468	00	07	49
		469	00	16	10
		514	00	23	50
		515	00	05	00
		513	00	09	18
		516	00	12	32
		523	00	02	38
		521	00	07	94
		654	00	17	26
		655	00	11	77
		591	00	10	82
		593	00	05	32
		645	00	02	35
		627	00	07	38
		626	00	07	60
		624	00	10	09
		629	00	00	83
		630	00	05	84
		623	00	08	24

1	2	3	4	5	6
	हरचंदपुर	619	00	02	59
		621	00	15	73
		620	00	06	44
		606	00	06	30
		605	00	05	81
		607	00	03	04
		604	00	00	10
		557	00	03	52
		2422	00	07	85
		2420	00	03	25
		2419	00	09	24
		2418	00	09	57
		2411/3756	00	01	51
		2412	00	11	77
		2413	00	00	10
		2414	00	13	64
		2363	00	00	60
		2361	00	13	29
		3459	00	08	59
		2360	00	11	76
		3460	00	01	70
		2359	00	04	30
		3461	00	10	79
		3462	00	06	50
		3471	00	01	66
		3470	00	23	80
		3490	00	23	51
		3489	00	05	20
		3522	00	00	47

1	2	3	4	5	6
	हरचंदपुर	3521	00	00	10
		3523	00	05	65
		3571	00	02	82
		3569	00	01	64
		3568	00	03	59
		3567	00	09	12
		3566	00	07	86
		3555	00	04	89
		3533	00	02	52
		3554	00	22	31
		3553	00	15	36
		3552	00	13	12
		3298	00	17	27
		3296	00	15	50
		3293	00	12	06
		3289	00	13	95
		3288	00	00	15
		3290	00	05	83
		3284	00	06	92
		3285	00	04	98
		3282	00	24	84
		3283	00	03	20
		3231	00	15	98
		3280	00	00	10
		3227	00	09	97
		3224	00	03	79
		3225	00	08	17
		3215	00	03	95
		3238	00	00	43

1	2	3	4	5	6
	हरचंदपुर	3214	00	02	80
		3239	00	04	27
		3213	00	00	38
		3212	00	00	10
		3204	00	02	88
		3205	00	03	21
		3206	00	12	40
		3210	00	08	44
		3208	00	03	73
		3207	00	00	25
		3209	00	01	74
		3190	00	15	01
15.	ढरकन	165	00	14	12
16.	अगहरा	395	00	25	19
		403	00	00	10
		404	00	16	06
		410	00	12	76
		453	00	20	51
		454	00	10	84
		455	00	15	13
		438	00	00	10
		556	00	07	69
		555	00	00	82
		558	00	07	96
		553	00	01	91
		559	00	05	64
		560	00	12	45
		561	00	00	16
		701	00	07	27

1	2	3	4	5	6
	अग्निरा	700	00	11	11
		699	00	02	43
		681	00	01	38
		682	00	01	89
		683	00	22	56
		680	00	16	33
		648	00	17	80
		646	00	09	06
		645	00	31	46
		644	00	00	35
		734	00	01	07
		767	00	11	14
		766	00	11	95
		765	00	13	53
		772	00	18	68
		771	00	11	11
		779	00	01	85
		774	00	13	53
		775	00	02	68
17.	अण्डा	94	00	00	19
		95	00	00	14
		96	00	15	66
		93	00	36	17
		117	00	06	79
		99	00	01	90
		100	00	16	06
		102	00	04	77
		101	00	07	27
		111	00	14	94

1	2	3	4	5	6
18.	बहलोलपुर	25	00	08	65
		21	00	38	75
		24	00	04	24
		23	00	01	23
		22	00	07	07
		83	00	00	10
		20	00	16	13
		86	00	29	67
		87	00	19	02
		88	00	06	09
		324	00	08	99
		322	00	21	28
		323	00	03	84
		311	00	15	02
		312	00	00	80
		309	00	22	49
		308	00	08	06
		307	00	10	66
		398	00	19	86
		418	00	06	86
		434	00	03	86
		436	00	07	11
		437	00	00	78
		435	00	06	98
		465	00	04	32
		466	00	00	23
		462	00	00	10
		467	00	00	82
		464	00	04	82

1	2	3	4	5	6
	बहलोलपुर	471	00	21	97
		472	00	13	72
		475	00	02	14
19.	पुर्वाफक्किरे	85	00	15	17
		86	00	01	58
		90	00	30	84
		89	00	01	28
		88	00	07	62
		98	00	05	39
		99	00	06	55
		101	00	00	25
		102	00	06	21
		108	00	19	83
		110	00	04	92
		109	00	00	14
		287	00	06	58
20.	ताजपुर छाँक	124	00	08	05
		123	00	05	30
		122	00	06	62
		121	00	03	92
		115	00	00	10
		120	00	07	85
		119	00	09	95
		118	00	00	87
		117	00	02	91
		186	00	34	73
		189	00	05	84
		223	00	25	70
		222	00	23	97

1	2	3	4	5	6
	ताजपुर छाँक	194	00	00	46
		198	00	11	21
		199	00	05	28
		204	00	03	33
		205	00	02	38
		203	00	05	36
		202	00	04	22
		265	00	00	13
		621	00	14	21
		615	00	06	41
		616	00	01	71
		610	00	04	58
		614	00	00	84
		609	00	01	35
		608	00	00	50
		613	00	05	97
		612	00	02	21
		611	00	02	37
		706	00	07	17
		599	00	06	30
		707	00	93	30
		712	00	05	17
		708	00	01	46
		744	00	00	10
		711	00	01	79
		709	00	00	56
		741	00	00	26
		740	00	18	76
		739	00	19	42

1	2	3	4	5	6
	ताजपुर छाँक	736	00	07	30
		735	00	04	82
21.	सहायल	114	00	15	91
		120	00	25	49
		119	00	00	10
		117	00	10	93
		118	00	00	67
		166	00	17	06
		222	00	16	70
		221	00	15	39
		220	00	10	45
		187	00	03	43
		186	00	08	42
		185	00	26	62
		184	00	00	60
		183	00	07	29
		410	00	04	16
		409	00	10	62
		406	00	22	21
		414	00	09	27
		402	00	23	37
		400	00	07	76
		424	00	00	90
		425	00	03	29
		426	00	02	27
		427	00	17	40
		428	00	10	94
		429	00	04	56
		430	00	04	12

1	2	3	4	5	6
	सहायल	437	00	09	35
		436	00	06	47
		435	00	05	64
		1103	00	13	68
		1102	00	00	10
		1101	00	05	44
		1112	00	04	30
		1113	00	00	48
		1114	00	18	35
		1115	00	12	39
		1116	00	10	95
		1119	00	09	15
		1120	00	01	81
		2035	00	13	39
		2033	00	21	34
		2028	00	24	66
		2030	00	01	01
		2024	00	11	67
		1125	00	00	16
		2023	00	01	18
		2022	00	20	63
		2094	00	00	33
		2093	00	16	71
		2212	00	10	83
		2214	00	20	32
		2216	00	13	10
		2081	00	18	12
		2078	00	16	72
		2079	00	00	44

1	2	3	4	5	6
	सहायल	2076	00	18	03
		2326	00	00	10
		2327	00	12	46
		2328	00	01	82
		2329	00	28	31
		2330	00	00	69
		2427	00	13	24
		2359	00	00	53
		2425	00	19	09
		2546	00	09	78
		2545	00	00	10
		2548	00	08	10
		2553	00	11	24
		2623	00	00	10
		2555	00	13	95
		2620	00	18	12
		2624	00	09	87
		2621	00	00	50
		2636	00	00	81
		2638	00	00	80
		2641	00	05	52
		2618	00	07	91
		2642	00	11	08
		2644	00	29	28
		2646	00	00	27
		2651	00	25	47
		2648	00	04	22
		2650	00	04	45

1	2	3	4	5	6
22.	सुगरिहा	494	00	01	77
		645	00	27	60
		694	00	03	98
		642	00	06	42
		641	00	00	89
		503	00	13	57
		637	00	00	46
		636	00	14	00
		663	00	00	10
		635	00	03	27
		664	00	00	14
		633	00	10	53
		632	00	00	10
		631	00	08	27
		667	00	08	30
		668	00	01	79
		669	00	10	93
		701	00	08	99
		671	00	05	70
		672	00	12	20
		673	00	10	56
		674	00	00	20
		699	00	00	36
		697	00	11	22
		698	00	11	62
		692	00	04	04
		690	00	04	37
		689	00	01	39
		684	00	07	13

1	2	3	4	5	6
	सुगरिहा	683	00	12	13
		682	00	01	51
		607	00	01	44
		686	00	18	35
		606	00	00	82
		583	00	01	26
23.	बेल्हपुर	159	00	46	73
		158	00	21	20
		155	00	34	33
		128	00	08	79
		127	00	12	97
		122	00	03	16
		126	00	04	03
		124	00	05	98
		125	00	01	23
24.	नवी मोहन	473	00	05	68
		471	00	00	53
		472	00	11	35
		474	00	09	52
		463	00	26	09
		498	00	09	83
		497	00	00	18
		517	00	38	15
		366	00	00	51
		362	00	14	26
		364	00	00	20
		365	00	20	89
		551	00	08	03
		610	00	02	67

1	2	3	4	5	6
	नवी मोहन	609	00	09	38
		604	00	08	78
		563	00	03	01
		601	00	01	90
		600	00	11	46
		601	00	00	13
		597	00	11	24
		567	00	00	35
		596	00	10	34
		595	00	13	77
		594	00	13	66
		593	00	04	02
		591	00	00	10
		590	00	05	10
		587	00	00	10
		581	00	00	65
		582	00	01	58
		588	00	06	03
		583	00	00	66
		584	00	02	82
		577	00	00	19
		578	00	15	54
25.	सिखू	187	00	00	26
		190	00	07	34
		192	00	24	39
		192/271	00	00	10
		228	00	05	51
		226	00	01	03
		225	00	19	22

1	2	3	4	5	6
	सिख	224	00	00	10
26.	दिवरी	488	00	13	88
		487	00	11	53
		486	00	00	10
		519	00	10	56
		521	00	09	41
		520	00	00	42
		474	00	10	67
		473	00	08	82
		470	00	02	22
		469	00	04	25
		468	00	04	37
		467	00	10	14
		466	00	06	33
		465	00	01	96
		444	00	00	41
		437	00	04	11
		438	00	16	49
		428	00	09	13
		426	00	09	01
		420	00	11	88
		412	00	10	90
		411	00	04	41
		410	00	01	52
		409	00	06	01
		408	00	00	10

[फा. सं. आर-11025(11)20/2018-ओआर-I/ई-27595]

नोवस किन्डो, अवर सचिव

New Delhi, the 28th December, 2018

S.O. 17.—Whereas, it appears to the Central Government that it is necessary in the public interest that for the transportation of petroleum products from Tundla Terminal to Kanpur Terminal should be laid by Indian Oil Corporation Limited. And whereas, it appears to the Central Government that for the purpose of laying the said pipeline, it is necessary to acquire the right of user in the land described in the schedule annexed to this notification;

Now, therefore, in exercise of the powers conferred by Sub section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein;

Any person interested in the land described in the said schedule may, within twenty—one days from the date on which the copies of this notification, as published in the Gazette of India, are made available to the General Public, object in writing to the acquisition of the right of user therein or laying of the pipeline under the land to Competent Authority, Indian Oil Corporation Limited (Pipelines Division), Construction Office, Northern Region Pipelines, Tundla-Gawria Pipeline Project, E-160,1st & 2nd floor, Kamlanagar, Agra(U.P.) – 282 004.

SCHEDULE

Tehsil:- Bidhuna

District:- Auraiya

State :- Uttar Pradesh

Sl. No.	Name of the Village	Khasara No.	Area		
			Hectare	Are	Sq.mtr.
1	2	3	4	5	6
1.	Gadhwana	7	00	23	81
		8	00	05	64
		9	00	05	56
		11	00	30	70
		10	00	00	10
		20	00	29	10
		12	00	00	79
		13	00	09	76
		21	00	04	52
		22	00	04	47
		25	00	19	81
		32	00	07	28
		38	00	12	43
		37	00	05	41
		39	01	01	17
		480	00	05	98
		477	00	11	23
		481	00	10	73
		482	00	00	32
		490	00	05	06
		489	00	17	98
		487	00	03	44
		493	00	07	39
		492	00	00	10
		494	00	03	12
		491	00	01	50
		495	00	06	04
		497	00	03	05

1	2	3	4	5	6
	Gadhwana	496	00	03	74
		503	00	07	13
		504	00	03	45
		505	00	06	70
		510	00	04	80
		511	00	03	90
		512	00	08	31
		513	00	22	23
		669	00	61	92
		670	00	01	81
2.	Itaili	12	00	00	17
		13	00	00	10
		11	00	04	23
		15	00	14	43
		14	00	01	30
		18	00	04	00
		19	00	00	20
		20	00	00	78
		21	00	08	84
		25	00	03	98
		23	00	04	85
		293	00	06	08
		292	00	08	95
		290	00	05	95
		354	00	02	48
		355	00	13	18
		356	00	06	43
		287	00	00	10
		357	00	03	26
		281	00	02	33
		360	00	05	59
		369	00	15	78
		377	00	01	20
		375	00	01	16
		376	00	01	93
		379	00	11	21
		382	00	03	70
		374	00	02	02
		387	00	16	23
		383	00	00	89
		418	00	15	63
		417	00	05	07
		416	00	00	13

1	2	3	4	5	6
	Itaili	448	00	15	48
		449	00	14	89
		399	00	13	75
		452	00	06	73
		453	00	08	21
		454	00	00	13
		457	00	00	58
		456	00	08	37
		928	00	03	75
		930	00	19	06
		933	00	01	13
		926	00	18	53
		983	00	19	90
		917	00	01	15
		984	00	38	58
		992	00	03	48
		989	00	02	84
		991	00	03	55
		990	00	02	07
		1016	00	09	46
		1017	00	00	10
		1018	00	10	73
		1019	00	00	10
		1042	00	13	56
		1049	00	00	12
		1043	00	15	87
		1044	00	10	58
		1067	00	08	69
		1068	00	00	53
		1065	00	16	27
		1064	00	02	19
		1063	00	15	74
		1074	00	06	21
		1083	00	19	10
		1081	00	02	98
		1082	00	09	06
		1089	00	01	47
3.	Masudpur	764	00	10	48
		765	00	01	46
		763	00	07	47
		766	00	08	77
		773	00	06	20
		774	00	19	05

1	2	3	4	5	6
4.	Nandpur	697	00	02	36
		694	00	00	10
		702	00	00	41
		703	00	13	49
		704	00	00	10
		707	00	10	02
		706	00	23	76
		710	00	19	03
		718	00	27	56
		780	00	02	80
		678	00	01	18
		670	00	09	61
		719	00	00	98
		720	00	04	37
		669	00	03	60
		732	00	02	45
		733	00	10	83
		734	00	10	07
		735	00	10	21
		736	00	11	46
		737	00	04	21
		738	00	02	89
		755	00	00	37
		761	00	17	90
		762	00	10	50
		765	00	15	97
		766	00	00	32
		767	00	10	42
		768	00	11	38
		772	00	15	13
		793	00	00	17
		804	00	36	35
		818	00	32	34
		831	00	00	92
		826	00	26	29
		827	00	01	91
		828	00	01	50
		852	00	00	14
		830	00	00	24
		851	00	00	85
		846	00	07	09
		850	00	36	31

1	2	3	4	5	6
5.	Kunwarpur	238	00	29	76
6.	Ruru Khurd	2719	00	00	29
		2718	00	00	41
		2717	00	17	52
		2716	00	14	06
		2715	00	01	50
		2726	00	10	84
		2727	00	16	04
		2730	00	29	43
		2732	00	11	67
		2733	00	41	03
		2735	00	53	75
		2994	00	40	25
		2995	00	11	78
		3298	01	01	19
		3304	00	14	88
		3305	00	03	61
		3294	00	01	28
		3306	00	00	33
		3307	00	07	42
		3308	00	24	43
		3309	00	13	71
		3311	00	07	89
		3352	00	00	10
		3355	00	24	91
		3463	00	03	34
		3455	00	06	47
		3452	00	04	82
		3451	00	04	73
		3447	00	11	30
		3376	00	08	31
		3377	00	15	28
		3378	00	00	10
		3425	00	58	08
		3420	00	11	25
		3418	00	00	40
7.	Barahar	30	00	07	59
		29	00	17	70
		3	00	04	98
		28	00	03	94
		2	00	06	49

1	2	3	4	5	6
	Barahar	26	00	12	18
		5	00	00	80
		13	00	17	81
		12	00	02	82
		15	00	06	16
		16	00	01	43
		130	00	07	64
		129	00	16	95
		131	00	14	95
		133	00	10	23
8.	Baruua	62	00	00	31
		67	00	12	65
		68	00	09	49
		69	00	08	80
		176	00	08	64
		177	00	21	29
		178	00	24	73
		180	00	00	10
		179	00	02	00
		305	00	03	05
		303	00	01	14
		309	00	05	73
		308	00	02	20
		310	00	14	66
		311	00	01	73
		317	00	02	41
		319	00	06	20
		327	00	04	35
		328	00	05	70
		329	00	10	65
		340	00	12	67
		343	00	12	54
		364	00	00	10
		366	00	06	81
		365	00	03	20
		367	00	07	05
9.	Balkhandpur	162	00	12	07
		161	00	00	82
		164	00	13	27
		165	00	22	59
10.	Sohni	57	00	00	53
		56	00	00	63
		55	00	06	93

1	2	3	4	5	6
	Sohni	58	00	17	70
		61	00	15	73
		62	00	05	87
		121	00	05	17
		122	00	01	06
		123	00	06	23
		126	00	12	03
		125	00	07	59
		131	00	00	37
		140	00	00	10
		141	00	14	30
		142	00	03	53
		143	00	00	10
		144	00	05	60
		146	00	06	90
		147	00	04	53
		148	00	05	17
		145	00	04	40
		149	00	00	49
		150	00	09	14
		151	00	10	55
		153	00	09	05
		154	00	02	94
		157	00	00	10
		155	00	00	10
		169	00	00	61
		180	00	21	95
		178	00	19	07
11.	Aili	158	00	00	62
		159	00	05	90
		160	00	21	03
		162	00	07	40
12.	Tilakpur Sarmendi	24	00	05	79
		21	00	06	36
		30	00	06	10
		29	00	01	14
		28	00	06	34
		32	00	10	04
		56	00	25	42
		63	00	23	54
		68	00	00	32
		73	00	15	31
		97	00	08	62

1	2	3	4	5	6
	Tilakpur Sarmendi	98	00	00	10
		99	00	07	17
		101	00	00	38
		102	00	08	69
		105	00	07	96
		106	00	03	62
13.	Divraon	495	00	16	83
		500	00	00	49
		496	00	00	10
		501	00	10	65
		502	00	09	89
		507	00	12	15
		505	00	01	23
		511	00	01	10
		513	00	04	59
		514	00	07	01
		515	00	13	52
		429	00	21	04
		400	00	08	74
		401	00	01	42
		397	00	34	05
		381	00	02	46
		382	00	08	41
		383	00	02	31
		374	00	00	25
		384	00	05	71
		373	00	18	02
		375	00	00	40
		349	00	01	13
		348	00	08	30
		341	00	01	72
		342	00	09	10
		343	00	04	49
		340	00	06	41
		339	00	02	12
		337	00	18	67
		330	00	02	82
		336	00	01	06
		335	00	00	61
		334	00	01	48
		333	00	10	33
		332	00	00	90
		697	00	02	16

1	2	3	4	5	6
	Divraon	694	00	02	17
		695	00	18	53
		703	00	06	39
		702	00	01	60
		704	00	02	49
		706	00	02	31
		707	00	01	98
		919	00	03	87
		974	00	35	11
		965	00	11	88
		964	00	01	76
		966	00	02	71
		967	00	04	17
		949	00	41	89
		950	00	00	10
14.	Harchandpur	294	00	09	28
		299	00	07	65
		298	00	17	19
		303	00	01	52
		304	00	05	51
		315	00	16	00
		341	00	16	71
		317	00	03	59
		319	00	04	49
		333	00	08	99
		332	00	00	45
		331	00	09	84
		329	00	04	76
		330	00	00	10
		328	00	00	79
		327	00	12	00
		449	00	34	14
		450	00	00	16
		465	00	21	85
		466	00	10	39
		467	00	10	45
		468	00	07	49
		469	00	16	10
		514	00	23	50
		515	00	05	00
		513	00	09	18
		516	00	12	32
		523	00	02	38

1	2	3	4	5	6
	Harchandpur	521	00	07	94
		654	00	17	26
		655	00	11	77
		591	00	10	82
		593	00	05	32
		645	00	02	35
		627	00	07	38
		626	00	07	60
		624	00	10	09
		629	00	00	83
		630	00	05	84
		623	00	08	24
		619	00	02	59
		621	00	15	73
		620	00	06	44
		606	00	06	30
		605	00	05	81
		607	00	03	04
		604	00	00	10
		557	00	03	52
		2422	00	07	85
		2420	00	03	25
		2419	00	09	24
		2418	00	09	57
		2411/3756	00	01	51
		2412	00	11	77
		2413	00	00	10
		2414	00	13	64
		2363	00	00	60
		2361	00	13	29
		3459	00	08	59
		2360	00	11	76
		3460	00	01	70
		2359	00	04	30
		3461	00	10	79
		3462	00	06	50
		3471	00	01	66
		3470	00	23	80
		3490	00	23	51
		3489	00	05	20
		3522	00	00	47
		3521	00	00	10
		3523	00	05	65

1	2	3	4	5	6
	Harchandpur	3571	00	02	82
		3569	00	01	64
		3568	00	03	59
		3567	00	09	12
		3566	00	07	86
		3555	00	04	89
		3533	00	02	52
		3554	00	22	31
		3553	00	15	36
		3552	00	13	12
		3298	00	17	27
		3296	00	15	50
		3293	00	12	06
		3289	00	13	95
		3288	00	00	15
		3290	00	05	83
		3284	00	06	92
		3285	00	04	98
		3282	00	24	84
		3283	00	03	20
		3231	00	15	98
		3280	00	00	10
		3227	00	09	97
		3224	00	03	79
		3225	00	08	17
		3215	00	03	95
		3238	00	00	43
		3214	00	02	80
		3239	00	04	27
		3213	00	00	38
		3212	00	00	10
		3204	00	02	88
		3205	00	03	21
		3206	00	12	40
		3210	00	08	44
		3208	00	03	73
		3207	00	00	25
		3209	00	01	74
		3190	00	15	01
15.	Dharkan	165	00	14	12
16.	Agahara	395	00	25	19
		403	00	00	10
		404	00	16	06

1	2	3	4	5	6
	Agahara	410	00	12	76
		453	00	20	51
		454	00	10	84
		455	00	15	13
		438	00	00	10
		556	00	07	69
		555	00	00	82
		558	00	07	96
		553	00	01	91
		559	00	05	64
		560	00	12	45
		561	00	00	16
		701	00	07	27
		700	00	11	11
		699	00	02	43
		681	00	01	38
		682	00	01	89
		683	00	22	56
		680	00	16	33
		648	00	17	80
		646	00	09	06
		645	00	31	46
		644	00	00	35
		734	00	01	07
		767	00	11	14
		766	00	11	95
		765	00	13	53
		772	00	18	68
		771	00	11	11
		779	00	01	85
		774	00	13	53
		774	00	11	02
		775	00	02	68
17.	Anda	94	00	00	19
		95	00	00	14
		96	00	15	66
		93	00	36	17
		117	00	06	79
		99	00	01	90
		100	00	16	06
		102	00	04	77
		101	00	07	27
		111	00	14	94

1	2	3	4	5	6
18.	Bahalolpur				
		25	00	08	65
		21	00	38	75
		24	00	04	24
		23	00	01	23
		22	00	07	07
		83	00	00	10
		20	00	16	13
		86	00	29	67
		87	00	19	02
		88	00	06	09
		324	00	08	99
		322	00	21	28
		323	00	03	84
		311	00	15	02
		312	00	00	80
		309	00	22	49
		308	00	08	06
		307	00	10	66
		398	00	19	86
		418	00	06	86
		434	00	03	86
		436	00	07	11
		437	00	00	78
		435	00	06	98
		465	00	04	32
		466	00	00	23
		462	00	00	10
		467	00	00	82
		464	00	04	82
		471	00	21	97
		472	00	13	72
		475	00	02	14
19.	Purva Fakire				
		85	00	15	17
		86	00	01	58
		90	00	30	84
		89	00	01	28
		88	00	07	62
		98	00	05	39
		99	00	06	55
		101	00	00	25
		102	00	06	21
		108	00	19	83

1	2	3	4	5	6
	Purva Fakire	110	00	04	92
		109	00	00	14
		287	00	06	58
20.	Tajpur Chhonk	124	00	08	05
		123	00	05	30
		122	00	06	62
		121	00	03	92
		115	00	00	10
		120	00	07	85
		119	00	09	95
		118	00	00	87
		117	00	02	91
		186	00	34	73
		189	00	05	84
		223	00	25	70
		222	00	23	97
		194	00	00	46
		198	00	11	21
		199	00	05	28
		204	00	03	33
		205	00	02	38
		203	00	05	36
		202	00	04	22
		265	00	00	13
		621	00	14	21
		615	00	06	41
		616	00	01	71
		610	00	04	58
		614	00	00	84
		609	00	01	35
		608	00	00	50
		613	00	05	97
		612	00	02	21
		611	00	02	37
		706	00	07	17
		599	00	06	30
		707	00	93	30
		712	00	05	17
		708	00	01	46
		744	00	00	10
		711	00	01	79
		709	00	00	56
		741	00	00	26

1	2	3	4	5	6
	Tajpur Chhonk	740	00	18	76
		739	00	19	42
		736	00	07	30
		735	00	04	82
21.	Sahayal	114	00	15	91
		120	00	25	49
		119	00	00	10
		117	00	10	93
		118	00	00	67
		166	00	17	06
		222	00	16	70
		221	00	15	39
		220	00	10	45
		187	00	03	43
		186	00	08	42
		185	00	26	62
		184	00	00	60
		183	00	07	29
		410	00	04	16
		409	00	10	62
		406	00	22	21
		414	00	09	27
		402	00	23	37
		400	00	07	76
		424	00	00	90
		425	00	03	29
		426	00	02	27
		427	00	17	40
		428	00	10	94
		429	00	04	56
		430	00	04	12
		437	00	09	35
		436	00	06	47
		435	00	05	64
		1103	00	13	68
		1102	00	00	10
		1101	00	05	44
		1112	00	04	30
		1113	00	00	48
		1114	00	18	35
		1115	00	12	39
		1116	00	10	95

1	2	3	4	5	6
	Sahayal	1119	00	09	15
		1120	00	01	81
		2035	00	13	39
		2033	00	21	34
		2028	00	24	66
		2030	00	01	01
		2024	00	11	67
		1125	00	00	16
		2023	00	01	18
		2022	00	20	63
		2094	00	00	33
		2093	00	16	71
		2212	00	10	83
		2214	00	20	32
		2216	00	13	10
		2081	00	18	12
		2078	00	03	47
		2079	00	00	44
		2076	00	18	03
		2326	00	00	10
		2327	00	12	46
		2328	00	01	82
		2329	00	28	31
		2330	00	00	69
		2427	00	13	24
		2359	00	00	53
		2425	00	19	09
		2546	00	09	78
		2545	00	00	10
		2548	00	08	10
		2553	00	11	24
		2623	00	00	10
		2555	00	13	95
		2620	00	18	12
		2624	00	09	87
		2621	00	00	50
		2636	00	00	81
		2638	00	00	80
		2641	00	05	52
		2618	00	07	91
		2642	00	11	08
		2644	00	29	28
		2646	00	00	27

1	2	3	4	5	6
	Sahayal	2651	00	25	47
		2648	00	04	22
		2650	00	04	45
22.	Mugriha	494	00	01	77
		645	00	27	60
		694	00	03	98
		642	00	06	42
		641	00	00	89
		503	00	13	57
		637	00	00	46
		636	00	14	00
		663	00	00	10
		635	00	03	27
		664	00	00	14
		633	00	10	53
		632	00	00	10
		631	00	08	27
		667	00	08	30
		668	00	01	79
		669	00	10	93
		701	00	08	99
		671	00	05	70
		672	00	12	20
		673	00	10	56
		674	00	00	20
		699	00	00	36
		697	00	11	22
		698	00	11	62
		692	00	04	04
		690	00	04	37
		689	00	01	39
		684	00	07	13
		683	00	12	13
		682	00	01	51
		607	00	01	44
		686	00	18	35
		606	00	00	82
		583	00	01	26
23.	Belhupur	159	00	46	73
		158	00	21	20
		155	00	34	33
		128	00	08	79

1	2	3	4	5	6
	Belhupur	127	00	12	97
		122	00	03	16
		126	00	04	03
		124	00	05	98
		125	00	01	23
24.	Navi Mohan	473	00	05	68
		471	00	00	53
		472	00	11	35
		474	00	09	52
		463	00	26	09
		498	00	09	83
		497	00	00	18
		517	00	38	15
		366	00	00	51
		362	00	14	26
		364	00	00	20
		365	00	20	89
		551	00	08	03
		610	00	02	67
		609	00	09	38
		604	00	08	78
		563	00	03	01
		601	00	01	90
		600	00	11	46
		601	00	00	13
		597	00	11	24
		567	00	00	35
		596	00	10	34
		595	00	13	77
		594	00	13	66
		593	00	04	02
		591	00	00	10
		590	00	05	10
		587	00	00	10
		581	00	00	65
		582	00	01	58
		588	00	06	03
		583	00	00	66
		584	00	02	82
		577	00	00	19
		578	00	15	54
25.	Sikhoo	187	00	00	26
		190	00	07	34

1	2	3	4	5	6
	Sikhoo	192	00	24	39
		192/271	00	00	10
		228	00	05	51
		226	00	01	03
		225	00	19	22
		224	00	00	10
26.	Divari	488	00	13	88
		487	00	11	53
		486	00	00	10
		519	00	10	56
		521	00	09	41
		520	00	00	42
		474	00	10	67
		473	00	08	82
		470	00	02	22
		469	00	04	25
		468	00	04	37
		467	00	10	14
		466	00	06	33
		465	00	01	96
		444	00	00	41
		437	00	04	11
		438	00	16	49
		428	00	09	13
		426	00	09	01
		420	00	11	88
		412	00	10	90
		411	00	04	41
		410	00	01	52
		409	00	06	01
		408	00	00	10

[F. No. R-11025(11)20/2018-OR-I/E-27595]

NOAS KINDO, Under Secy.

नई दिल्ली, 28 दिसम्बर, 2018

का. आ. 18.—केंद्रीय सरकार को ऐसा प्रतीत होता है कि लोक हित में यह आवश्यक है कि आंध्र प्रदेश राज्य में पेट्रोलियम उत्पादों के परिवहन के लिए पारादीप- हैदराबाद पाइपलाइन परियोजना के क्रियान्वयन हेतु इंडियन ऑयल कॉर्पोरेशन लिमिटेड द्वारा पाइपलाइन बिछाई जानी चाहिए;

और केंद्रीय सरकार को ऐसी पाइपलाइन विद्वाने के प्रयोजन के लिए यह आवश्यक प्रतीत होता है कि ऐसी भूमि में जो इस से उपाबद्ध अनुसूची में वर्णित है, और जिसमें उक्त पाइपलाइन विद्वाई जाने का प्रस्ताव है, उपयोग के अधिकार का अर्जन किया जाए;

अतः अब, केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन्स (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए उस भूमि में उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा करती है;

कोई भी व्यक्ति, जो उक्त अनुसूची में वर्णित भूमि में हितबद्ध है, उस तारीख से, जिसको इस अधिसूचना में युक्त भारत के राजपत्र की प्रतियाँ साधारण जनता को उपलब्ध करा दी जाती हैं, इक्कीस (21) दिन के भीतर, भूमि के नीचे पाइपलाइन विद्वाएं जाने के लिए उसमें उपयोग के अधिकार के संबन्ध में श्री एम. आर. आर. शेषु, सक्षम प्राधिकारी (आंध्र प्रदेश), इंडियन ऑयल कॉर्पोरेशन लिमिटेड (पाइपलाइन्स प्रभाग), पारादीप-हैदराबाद पाइपलाइन परियोजना, चौथी मंजिल, एल.आई.सी. एनेक्सी भवन, थिक्कना (डायमंड पार्क) रोड, आर.टी.सी. कॉम्प्लेक्स के पास, विशाखापटनम - 530004, आंध्र प्रदेश राज्य को लिखित रूप से आक्षेप भेज सकेगा।

अनुसूची

जिला : श्रीकाकुलम

राज्य : आंध्र प्रदेश

मंडल का नाम	ग्राम का नाम	सर्वे नम्बर	क्षेत्रफल		
			हेक्टेयर	एयर	वर्गमीटर
(1)	(2)	(3)	(4)	(5)	(6)
नंदिगाम	नर्सिपुरम	92	00	00	96
		89/3	00	04	91
		89/9	00	00	56
		76/1	00	03	24
		76/4	00	00	48
		78/6	00	01	12
		78/7	00	00	65
		110/6	00	00	10
		110/7	00	04	70
		110/14	00	01	74
		111/7	00	00	72
		111/10	00	02	20
		111/11	00	00	08
		112/15	00	01	92
		112/16	00	00	27
		114/3	00	00	30
		110/12	00	02	13

नंदिगाम	नर्सिपुरम	110/15	00	01	62
नंदिगाम	कोमाटूरु	139/2	00	03	86
		139/4	00	00	78
		164/8	00	00	03
		164/9	00	00	11
टेक्कलि	राविवलासा	179/5	00	02	61
		179/2	00	00	35
		178/15	00	01	52
		178/20	00	02	48
		178/18	00	04	37
		171/9	00	00	48
		171/6	00	01	74
		171/5	00	01	22
		171/4	00	01	98
		172/16	00	00	71
		172/13	00	01	03
		172/11	00	02	85
		172/4	00	01	32
		173/11	00	04	96
		173/12	00	00	16
		173/6	00	02	91
		173/15	00	02	94
		174/4	00	01	12
		174/2	00	01	33
		174/6	00	00	04
		160/4	00	01	10
		160/5	00	03	94
		159/1	00	03	82
		159/3	00	01	05
		158/10	00	00	43

टेक्कलि	राविवलासा	158/1	00	08	46
		158/9	00	04	04
		156/4	00	00	83
		145/2	00	02	57
		147/5	00	03	83
		147/4	00	02	95
		147/3	00	00	11
		29/1	00	00	06
		28/20	00	00	19
		28/22	00	00	08
		179/6	00	05	87
		174/11	00	03	85
		171/8	00	02	84
		179/4	00	00	21
पोंदूरु	बोड्डेपल्लि	236	00	00	68
		239/1	00	00	47
		239/2	00	01	42
		239/3	00	01	05
		239/4	00	00	58
		239/5	00	01	88
		239/6	00	01	10
		240/19	00	00	51
		240/20	00	00	71
		240/21	00	00	71
		240/22	00	00	82
		240/23	00	07	09
		241/30	00	02	51
		241/32	00	03	93
		241/36	00	00	94
		249/2	00	01	34

पोंदूरु	बोड्डेपल्लि	249/6	00	02	17
		249/8	00	01	39
		249/9	00	00	82
		247/12	00	00	44
		247/7	00	00	25
		246/18	00	00	15
		246/19	00	00	47
		246/20	00	00	24
		246/16	00	01	93
		240/16	00	00	81
		240/1	00	00	21
		249/4	00	01	02

[फा. सं. आर-11025(11)252/2017-ओआर-आई-21033]

नोवस किन्डो, अवर सचिव

New Delhi, the 28th December, 2018

S.O. 18.—Whereas, it appears to the Central Government, that it is necessary in the public interest that for the transportation of petroleum products in the state of Andhra Pradesh a pipeline should be laid for implementing Paradip-Hyderabad Pipeline Project under Paradip-Hyderabad Pipeline by the Indian Oil Corporation Limited;

And whereas, it appears to the Central Government that for the purpose of laying the said pipeline, it is necessary to acquire the right of user in the land under which the said pipeline is proposed to be laid, and which is described in the Schedule annexed to this notification;

Now, therefore, in exercise of the powers conferred by Sub Section (1) of Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein;

Any person who is interested in the land described in the said schedule, may submit objection in writing to Shri. M. R. R. Seshu, Competent Authority (Andhra Pradesh) Indian Oil Corporation Limited (Pipelines Division), Paradip Hyderabad Pipeline Project, 4th floor, LIC Annex Building, Thikkana (Diamond Park) Road, Near RTC Complex, Visakhapatnam - 530004 within twenty one (21) days from the date on which the copies of this notification issued under Sub-section (1) of Section 3 of the said Act, as published in the Gazette of India, are made available to the general public.

SCHEDULE

DISTRICT : SRIKAKULAM		STATE : ANDHRA PRADESH			
MANDAL	VILLAGE	SURVEY NO.	AREA		
			Hectare	Are	Sq. Mt.
(1)	(2)	(3)	(4)	(5)	(6)
Nandigam	Narsipuram	92	00	00	96
		89/3	00	04	91
		89/9	00	00	56
		76/1	00	03	24
		76/4	00	00	48
		78/6	00	01	12

Nandigam	Narsipuram	78/7	00	00	65
		110/6	00	00	10
		110/7	00	04	70
		110/14	00	01	74
		111/7	00	00	72
		111/10	00	02	20
		111/11	00	00	08
		112/15	00	01	92
		112/16	00	00	27
		114/3	00	00	30
		110/12	00	02	13
		110/15	00	01	62
Nandigam	Komaturu	139/2	00	03	86
		139/4	00	00	78
		164/8	00	00	03
		164/9	00	00	11
Tekkali	Ravivalasa	179/5	00	02	61
		179/2	00	00	35
		178/15	00	01	52
		178/20	00	02	48
		178/18	00	04	37
		171/9	00	00	48
		171/6	00	01	74
		171/5	00	01	22
		171/4	00	01	98
		172/16	00	00	71
		172/13	00	01	03
		172/11	00	02	85
		172/4	00	01	32
		173/11	00	04	96
		173/12	00	00	16
		173/6	00	02	91
		173/15	00	02	94
		174/4	00	01	12
		174/2	00	01	33
		174/6	00	00	04
		160/4	00	01	10
		160/5	00	03	94
		159/1	00	03	82
		159/3	00	01	05
		158/10	00	00	43
		158/1	00	08	46
		158/9	00	04	04
		156/4	00	00	83

Tekkali	Ravivalasa	145/2	00	02	57
		147/5	00	03	83
		147/4	00	02	95
		147/3	00	00	11
		29/1	00	00	06
		28/20	00	00	19
		28/22	00	00	08
		179/6	00	05	87
		174/11	00	03	85
		171/8	00	02	84
Ponduru	Boddepalli	179/4	00	00	21
		236	00	00	68
		239/1	00	00	47
		239/2	00	01	42
		239/3	00	01	05
		239/4	00	00	58
		239/5	00	01	88
		239/6	00	01	10
		240/19	00	00	51
		240/20	00	00	71
		240/21	00	00	71
		240/22	00	00	82
		240/23	00	07	09
		241/30	00	02	51
		241/32	00	03	93
		241/36	00	00	94
		249/2	00	01	34
		249/6	00	02	17
		249/8	00	01	39
		249/9	00	00	82
		247/12	00	00	44
		247/7	00	00	25
		246/18	00	00	15
		246/19	00	00	47
		246/20	00	00	24
		246/16	00	01	93
		240/16	00	00	81
		240/1	00	00	21
		249/4	00	01	02

नई दिल्ली, 28 दिसम्बर, 2018

का.आ. 19.—केन्द्रीय सरकार ने पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियमें, 1962 (1962-50) (जिसे इसमें इसके पश्चात उक्त अधिनियम कहा गया है) की धारा 3 उप धारा (1) के अधीन जारी की गई, भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना जिसका प्रकाशन भारत के राजपत्र संख्या 15 दिनाक 15-21 अप्रैल 2018 का.आ. 607 दिनाक 10.04.2018 भाग II खंड 3 उपखंड (II) में किया गया है। इस अधिसूचना से सलंग अनुसूची में विनिर्दिष्ट महाराष्ट्र राज्य की तहसील- जामखेड, जिला अहमदनगर की भूमि में महाराष्ट्र राज्य में कोयली (गुजरात) से अहमदनगर एवं सोलापुर तक पेट्रोलियम परिवहन के लिए इंडियन ऑइल कॉर्पोरेशन लिमिटेड द्वारा क्रियान्वित किए जा रहे “कोयली-अहमदनगर-सोलापुर परियोजना” के सम्बन्ध में पाइपलाइन विद्वाने के प्रयोजन के लिए उपयोग के अधिकार का अर्जन करने के लिए अपने आशय की घोषणा की थी :

और उक्त राजपत्र अधिसूचनाओं की प्रतियाँ जनता को तारीख 13 सितम्बर 2018 को उपलब्ध करा दी गई थीं।

और उक्त अधिनियम की धारा 6 की उपधारा (1) के अनुसरण में सक्षम प्राधिकारी ने केन्द्रीय सरकार को अपनी रिपोर्ट दे दी है।

और केन्द्रीय सरकार ने उक्त रिपोर्ट पर विचार करने के पश्चात और यह समाधान हो जाने पर कि उक्त भूमि पाइपलाइन विद्वाने के लिए अपेक्षित है, उसमें उपयोग के अधिकार का अर्जन करने का विनिश्चय किया है:

अतः अब, केन्द्रीय सरकार उक्त अधिनियम की धारा 6 की उपधारा (1) द्वारा पदत शक्तियों का प्रयोग करते हुए! एतद द्वारा घोषणा करती है कि इस अधिसूचना से सलंग अनुसूची में विनिर्दिष्ट भूमि में पाइपलाइन विद्वाने के उपयोग का अधिकार अर्जित किया जाएः

और केन्द्रीय सरकार उक्त अधिनियम की धारा 6 की उपधारा (4) द्वारा पदत शक्तियों का प्रयोग करते हुए, यह निर्देश देती है कि उक्त भूमि में उपयोग का अधिकार इस घोषणा के प्रकाशन की तारीख से केन्द्रीय सरकार में निहित होने के बजाय सभी विलंगमों से मुक्त होकर इंडियन ऑइल कॉर्पोरेशन लिमिटेड में निहित होगा।

पेट्रोलियम और खनिज पाइपलाइन अधिनियम, 1962 की धारा 10 के अधीन किसी भी क्षतिपूर्ति के लिए इंडियन ऑइल कॉर्पोरेशन लिमिटेड पूर्णतया उत्तरदायी होगी और पाइपलाइन से सबधित किसी भी मामले पर केन्द्रीय सरकार के विरुद्ध कोई वाद दावा या कानूनी कार्यवाही नहीं हो सकेगी।

अनुसूची

तालुका : जामखेड	जिला : अहमदनगर		राज्य : महाराष्ट्र	
गांव का नाम	सर्वे नं.।ब्लॉक नं.	क्षेत्रफल		
		हेक्टेयर	आर	वर्ग मीटर

(1)	(2)	(3)	(4)	(5)
जामखेड	1033	00	18	76
	1034	00	38	09
	1037	00	08	35
	1031	00	20	50
	1030	00	11	12
	1027	00	31	72
	1026	00	17	80

(1)	(2)	(3)	(4)	(5)
जामखेड़	796	00	28	30
	797	00	06	06
	798	00	04	57
	799	00	10	62
	800	00	10	78
	801	00	11	65
	802	00	07	51
	803	00	09	73
	804	00	09	35
	805	00	03	23
	806	00	03	40
	807	00	07	85
	808	00	05	28
	809	00	12	14
	812	00	03	35
	813	00	07	78
	818	00	06	94
	819	00	05	57
	820	00	05	24
	821	00	05	43
	825	00	01	49
	826	00	09	02
	827	00	11	95
	829	00	41	92
	831	00	06	02
	832	00	04	86
	833	00	05	58
	834	00	05	60
	835	00	01	83

(1)	(2)	(3)	(4)	(5)
जामखेड़	836	00	01	79
	837	00	00	20
	838	00	01	21
	839	00	02	01
	840	00	00	97
	841	00	02	34
	843	00	24	17
	711	00	39	40
	694	00	13	26
	693	00	15	01
	692	00	12	09
	691	00	28	59
	690	00	02	41
	688	00	32	25
	673	00	36	80
	672	00	25	10
	670	00	10	53
	669	00	11	33
	667	00	11	46
	558	00	39	13
	262	00	24	36
	258	00	00	20
	554	00	10	21
	555	00	06	74
	556	00	08	21
	473	00	24	90
	470	00	13	83
	466	00	13	32
	459	00	14	50

(1)	(2)	(3)	(4)	(5)
जामखेड़	467	00	00	92
	458	00	06	63
	457	00	16	48
	456	00	10	18
	419	00	06	44
	420	00	05	84
	421	00	05	08
	422	00	08	87
	423	00	02	43
	424	00	03	74
	425	00	08	23
	426	00	05	93
	428	00	04	17
	430	00	02	79
	432	00	01	64
	431	00	01	90
	433	00	02	31
	440	00	14	82
	441	00	12	07
	442	00	14	04
	443	00	20	09
	322	00	31	63
	323	00	61	11
	320	00	04	19
	318	00	45	76
	319	00	10	75
	228	00	20	24
	224	00	02	18

(1)	(2)	(3)	(4)	(5)
जमादारवाड़ी	179	00	34	80
	180	00	05	58
	181	00	03	76
	182	00	26	95
	09	00	14	59
	10	00	17	98
	11	00	29	77
	12	00	35	38
	13	00	27	14
	15	00	43	30
	18	00	05	41
	19	00	27	19
	23	00	13	45
	25	00	11	80
	26/1	00	15	62
	33/1	00	09	33
	34	00	09	09
	35	00	11	42
	36	00	13	71
	37	00	21	04
	47	00	00	13
	38	00	04	05
	46	00	93	93
	42	00	15	68
	43	00	00	08
	56	00	07	28
काटेवाड़ी	182	00	30	82
	183	00	13	04
	184	00	13	30

(1)	(2)	(3)	(4)	(5)
काटेवाडी	195	00	57	02
	196	00	22	09
	137	00	20	23
	215	00	12	11
	216	00	14	67
	217	00	13	75
	219	00	07	56
	218	00	11	68
	235	00	47	58
	233	00	17	48
	232	00	47	78
	259	00	24	53
	260	00	28	88
	264	00	22	25
	261	00	06	88
	263	00	03	08
सारोला	181	00	20	78
राजुरी	378	00	09	12
	377	00	18	78
	375	00	08	31
	374	00	12	89
	373	00	02	38
	372	00	02	00
	371	00	02	81
	370	00	05	82
	369	00	05	12
	368	00	03	24
	367	00	02	91
	366	00	10	87

(1)	(2)	(3)	(4)	(5)
राजुरी	363	00	07	52
	362	00	04	60
	361	00	11	15
	360	00	24	31
	359	00	18	28
	358	00	16	04
	357	00	07	07
	356	00	02	84
	352	00	05	87
	351	00	07	08
	347	00	05	67
	344	00	14	66
	310	00	10	05
	309	00	00	02
	307	00	16	57
	312	00	00	08
	313	00	10	27
	314	00	02	22
	343	00	07	87
	316	00	42	88
	296	00	11	96
	317	00	90	90
	274	00	17	67
	206	00	15	43
	206	00	55	58
	217	00	01	75
	195	01	24	97
	194	00	14	59
	193	00	31	04

(1)	(2)	(3)	(4)	(5)
राजुरी	191	00	10	63
	190	00	27	14
	186	00	14	09
	188	00	41	92
	187	00	21	03
पिंपलगांव आलवा	419	00	09	06
	420	00	08	92
	421	00	13	15
	422	00	08	13
	423	00	30	05
	424	00	15	06
	425	00	16	99
	427	00	37	15
	428	00	22	46
	429	00	14	48
	430	00	06	21
नायगांव	682	00	23	46
	681	00	14	15
आनंदवाडी	118	00	00	81
	119	00	07	84
	121	00	15	58
	122	00	14	43
	131	00	09	44
	132	00	11	06
	135	00	02	79
	143	00	02	27
	141	00	02	96
	144	00	06	64
	145	00	05	46

(1)	(2)	(3)	(4)	(5)
आनंदवाडी	142	00	02	96
	147	00	18	76
	148	00	00	48
	166	00	07	57
	161	00	12	80
	81	00	06	82
	80	00	07	50
	79	00	05	16
	78	00	05	04
	61	00	10	70
	62	00	07	05
	67	00	14	33
	34	00	07	05
	35	00	06	39
	36	00	17	94
	64	00	24	95
	68	00	07	05
	60	00	03	49
	46	00	09	65
	45	00	31	09
	47	00	03	32
	09	00	25	39
	02	00	30	06
	03	00	00	06
	08	00	37	69
	05	00	25	18
बालगव्हाण	46	00	15	11
	47	00	44	91
	51	00	75	10

(1)	(2)	(3)	(4)	(5)
बालगवहाण	52	00	15	65
	53	00	21	25
	54	00	17	74
	56	00	00	08
	55	00	36	43
	68	00	18	65
	67	00	12	87
	72	00	07	29
	73	00	01	95
	66	00	28	84
	65	00	20	06
	64	00	27	16
	96	00	41	10
	95	00	09	27
	101	00	67	52
खड्डी	736	00	50	40
	662	00	05	30
	664	00	67	98
	730	00	04	06
	731	00	26	31
	665	00	35	61
	672	00	66	07
	671	00	12	29
	670	00	57	57
	485	00	10	26
	483	00	46	83
	482	00	02	01
	484	00	13	59
	465	00	31	71

(1)	(2)	(3)	(4)	(5)
खड्डी	467	00	11	12
	468	00	00	14
	466	00	13	09
	385	00	04	77
	367	00	42	58
	386	00	05	86
	366	00	19	10
	365	00	23	21
	351	00	07	42
	352	00	16	82
	347	00	97	95
	348	00	30	54
	234	00	56	43
	241	00	20	44
	255	00	66	85
	257	00	13	88
	260	00	32	83
	266	00	24	01
	268	00	18	72
	267	00	12	57

[फा. सं. आर-11025(11)6/2018-ओआर-1/ई-23678]

नोवस किन्डो, अवर सचिव

New Delhi, the 28th December, 2018

S.O. 19.—Whereas by the notification of The Government of India in the Ministry of Petroleum and Natural Gas, Published in the Gazette No. 15 date 15-21 April 2018 S.O No. 607 date 10.04.2018 Part-II,Section-3,Sub-Section (ii) issued under sub-section (1) of section 3 of the Petroleum and minerals pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), (Hereinafter referred to as the said Act) the Central Government declared its intention to acquire the right of user in the land situated in Tehsil Jamkhed, District Ahmednagar in Maharashtra State, specified in the schedule appended to that notification for the purpose of laying pipeline for the transportation of petroleum from Koyali in the State Gujarat to Solapur in the Maharashtra by the Indian Oil Corporation Limited for implementing the “Koyali-Ahmednagar-Solapur Pipeline Project”.

And whereas the copies of the said Gazette notification were made available to the public on 12 September 2018.

And whereas the Competent Authority has under sub-section (1) of section 6 of the said Act, has submitted his report Central Government.

And whereas, the Central Government after Considering the said report and on being satisfied that the said land is required for laying the pipeline, has decided to acquire right of the user therein;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 6 of the said Act, the Central Government hereby declares that the right of user in the land specified in the Schedule appended to this notification is hereby acquired for laying the pipeline;

And further, in exercise of the powers conferred by sub-section (4) of section 6 of the said Act, the Central Government hereby directs that the right of user of the said land for laying the pipeline shall, instead of vesting in the Central Government, vests on the date of publication of the declaration, in Indian Oil Corporation Limited, free from all encumbrances.

Indian Oil Corporation Limited shall be exclusively liable for any compensation in terms of section 10 of the P & MP Act, 1962 and no suit, claim or legal proceeding would lie against the Central Government on any matter relating to pipeline.

SCHEDULE

Taluka : Jamkhed	District : Ahmednagar			State : Maharashtra
Name of Village	Survey No./ Block No.	Area		
		Hectare	Are	Square Metre

(1)	(2)	(3)	(4)	(5)
Jamkhed	1033	00	18	76
	1034	00	38	09
	1037	00	08	35
	1031	00	20	50
	1030	00	11	12
	1027	00	31	72
	1026	00	17	80
	796	00	28	30
	797	00	06	06
	798	00	04	57
	799	00	10	62
	800	00	10	78
	801	00	11	65
	802	00	07	51
	803	00	09	73
	804	00	09	35
	805	00	03	23
	806	00	03	40
	807	00	07	85
	808	00	05	28
	809	00	12	14
	812	00	03	35
	813	00	07	78
	818	00	06	94
	819	00	05	57

(1)	(2)	(3)	(4)	(5)
Jamkhed	820	00	05	24
	821	00	05	43
	825	00	01	49
	826	00	09	02
	827	00	11	95
	829	00	41	92
	831	00	06	02
	832	00	04	86
	833	00	05	58
	834	00	05	60
	835	00	01	83
	836	00	01	79
	837	00	00	20
	838	00	01	21
	839	00	02	01
	840	00	00	97
	841	00	02	34
	843	00	24	17
	711	00	39	40
	694	00	13	26
	693	00	15	01
	692	00	12	09
	691	00	28	59
	690	00	02	41
	688	00	32	25
	673	00	36	80
	672	00	25	10
	670	00	10	53
	669	00	11	33
	667	00	11	46
	558	00	39	13
	262	00	24	36
	258	00	00	20
	554	00	10	21
	555	00	06	74
	556	00	08	21
	473	00	24	90
	470	00	13	83
	466	00	13	32
	459	00	14	50
	467	00	00	92

(1)	(2)	(3)	(4)	(5)
Jamkhed	458	00	06	63
	457	00	16	48
	456	00	10	18
	419	00	06	44
	420	00	05	84
	421	00	05	08
	422	00	08	87
	423	00	02	43
	424	00	03	74
	425	00	08	23
	426	00	05	93
	428	00	04	17
	430	00	02	79
	432	00	01	64
	431	00	01	90
	433	00	02	31
	440	00	14	82
	441	00	12	07
	442	00	14	04
	443	00	20	09
	322	00	31	63
	323	00	61	11
	320	00	04	19
	318	00	45	76
	319	00	10	75
	228	00	20	24
	224	00	02	18
Jamadarwadi	179	00	34	80
	180	00	05	58
	181	00	03	76
	182	00	26	95
	09	00	14	59
	10	00	17	98
	11	00	29	77
	12	00	35	38
	13	00	27	14
	15	00	43	30
	18	00	05	41
	19	00	27	19
	23	00	13	45
	25	00	11	80

(1)	(2)	(3)	(4)	(5)
Jamadarwadi	26/1	00	15	62
	33/1	00	09	33
	34	00	09	09
	35	00	11	42
	36	00	13	71
	37	00	21	04
	47	00	00	13
	38	00	04	05
	46	00	93	93
	42	00	15	68
	43	00	00	08
	56	00	07	28
Katewadi	182	00	30	82
	183	00	13	04
	184	00	13	30
	195	00	57	02
	196	00	22	09
	137	00	20	23
	215	00	12	11
	216	00	14	67
	217	00	13	75
	219	00	07	56
	218	00	11	68
	235	00	47	58
	233	00	17	48
	232	00	47	78
	259	00	24	53
	260	00	28	88
	264	00	22	25
	261	00	06	88
	263	00	03	08
Sarola	181	00	20	78
Rajuri	378	00	09	12
	377	00	18	78
	375	00	08	31
	374	00	12	89
	373	00	02	38
	372	00	02	00
	371	00	02	81
	370	00	05	82
	369	00	05	12

(1)	(2)	(3)	(4)	(5)
Rajuri	368	00	03	24
	367	00	02	91
	366	00	10	87
	363	00	07	52
	362	00	04	60
	361	00	11	15
	360	00	24	31
	359	00	18	28
	358	00	16	04
	357	00	07	07
	356	00	02	84
	352	00	05	87
	351	00	07	08
	347	00	05	67
	344	00	14	66
	310	00	10	05
	309	00	00	02
	307	00	16	57
	312	00	00	08
	313	00	10	27
	314	00	02	22
	343	00	07	87
	316	00	42	88
	296	00	11	96
	317	00	90	90
	274	00	17	67
	206	00	15	43
	206	00	55	58
	217	00	01	75
	195	01	24	97
	194	00	14	59
	193	00	31	04
	191	00	10	63
	190	00	27	14
	186	00	14	09
	188	00	41	92
	187	00	21	03
Pimpalgaon Alwa	419	00	09	06
	420	00	08	92
	421	00	13	15
	422	00	08	13

(1)	(2)	(3)	(4)	(5)
Pimpalgaon Alwa	423	00	30	05
	424	00	15	06
	425	00	16	99
	427	00	37	15
	428	00	22	46
	429	00	14	48
	430	00	06	21
Naigaon	682	00	23	46
	681	00	14	15
Anandwadi	118	00	00	81
	119	00	07	84
	121	00	15	58
	122	00	14	43
	131	00	09	44
	132	00	11	06
	135	00	02	79
	143	00	02	27
	141	00	02	96
	144	00	06	64
	145	00	05	46
	142	00	02	96
	147	00	18	76
	148	00	00	48
	166	00	07	57
	161	00	12	80
	81	00	06	82
	80	00	07	50
	79	00	05	16
	78	00	05	04
	61	00	10	70
	62	00	07	05
	67	00	14	33
	34	00	07	05
	35	00	06	39
	36	00	17	94
	64	00	24	95
	68	00	07	05
	60	00	03	49
	46	00	09	65
	45	00	31	09
	47	00	03	32

(1)	(2)	(3)	(4)	(5)
Anandwadi	09	00	25	39
	02	00	30	06
	03	00	00	06
	08	00	37	69
	05	00	25	18
Balgavhan	46	00	15	11
	47	00	44	91
	51	00	75	10
	52	00	15	65
	53	00	21	25
	54	00	17	74
	56	00	00	08
	55	00	36	43
	68	00	18	65
	67	00	12	87
	72	00	07	29
	73	00	01	95
	66	00	28	84
	65	00	20	06
	64	00	27	16
	96	00	41	10
	95	00	09	27
	101	00	67	52
Kharda	736	00	50	40
	662	00	05	30
	664	00	67	98
	730	00	04	06
	731	00	26	31
	665	00	35	61
	672	00	66	07
	671	00	12	29
	670	00	57	57
	485	00	10	26
	483	00	46	83
	482	00	02	01
	484	00	13	59
	465	00	31	71
	467	00	11	12
	468	00	00	14
	466	00	13	09
	385	00	04	77

(1)	(2)	(3)	(4)	(5)
Kharda	367	00	42	58
	386	00	05	86
	366	00	19	10
	365	00	23	21
	351	00	07	42
	352	00	16	82
	347	00	97	95
	348	00	30	54
	234	00	56	43
	241	00	20	44
	255	00	66	85
	257	00	13	88
	260	00	32	83
	266	00	24	01
	268	00	18	72
	267	00	12	57

[F. No. R-11025(11)6/2018-OR-I/E-23678]

NOAS KINDO, Under Secy.

नई दिल्ली, 28 दिसम्बर, 2018

का.आ. 20.—केन्द्रीय सरकार ने पेट्रोलियम और खनिज पाइपलाईन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 3 की उप—धारा (1) के अधीन जारी की गई भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना संख्या का.आ. 1095 तारीख 17 जुलाई, 2018 जो भारत के राजपत्र क्रमांक 29, तारीख 22 जुलाई – 28 जुलाई 2018 में प्रकाशित की गई थी द्वारा उस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में महाराष्ट्र राज्य में जिला औरंगाबाद में तालुका वैजापुर कोयली – अहमदनगर – सोलापुर पेट्रोलियम परिवहन के लिए इंडियन ऑयल कॉर्पोरेशन लिमिटेड द्वारा पाइपलाईन बिछाने के प्रयोजन के लिए उपयोग के अधिकार के अर्जन के अपने आशय की घोषणा की थी ;

और उक्त राजपत्र अधिनियम की प्रतियां जनता को तारीख 19 सितम्बर, 2018 तक उपलब्ध करा दी गई थी ;

और सक्षम प्राधिकारी ने उक्त अधिनियम की धारा 6 की उप—धारा (1) के अधीन केन्द्रीय सरकार को रिपोर्ट की है ;

और केन्द्रीय सरकार ने, उक्त रिपोर्ट पर विचार करने के पश्चात् और यह समाधान हो जाने पर कि उक्त भूमि पाइपलाईन बिछाने के लिए अपेक्षित है, उसमें उपयोग के अधिकार का अर्जन करने का विनिश्चय किया है ;

अतः अब, केन्द्रीय सरकार उक्त अधिनियम की धारा 6 की उप—धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में पाइपलाईन बिछाने के लिए उपयोग के अधिकार का अर्जन किया जाए ;

और सरकार उक्त अधिनियम की धारा 6 की उप—धारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह निर्देश देती है कि उक्त भूमि में उपयोग का अधिकार इस घोषणा के प्रकाशन की तारीख से केन्द्रीय सरकार में निहित होने के बजाए, सभी विल्लंगमों से मुक्त होकर इंडियन ऑयल कॉर्पोरेशन लिमिटेड में निहित होगी ।

पेट्रोलियम और खनिज पाइपलाईन अधिनियम, 1962 की धारा 10 के अधीन किसी भी क्षतिपूर्ति के लिए इंडियन ऑयल कॉर्पोरेशन लिमिटेड पूर्णतया उत्तरदायी होगी और पाइपलाईन से सम्बन्धित किसी भी मामले पर केन्द्रीय सरकार के विरुद्ध कोई वाद दावा या कानूनी कार्यवाही नहीं हो सकेगी ।

अनुसूची

तहसील:—वैजापुर		जिला:— औरंगाबाद		राज्य:— महाराष्ट्र		
मौजे / ग्राम	सर्वे / ब्लाक / सं. (प्लॉट सं.)	सब-डीव-सं.	क्षेत्रफल			
			हेक्टर	आर	वर्ग मीटर	
(1)	(2)	(3)	(4)	(5)	(6)	
सुराला	137		00	25	70	
	136		00	36	22	
	146		00	12	79	
	147		00	11	75	
	148		00	13	30	
	149		00	11	90	
	161		00	11	87	
	162		00	23	30	

[फा. सं. आर-11025(11)6/2018-ओआर-I/ई-23678]

नोवस किन्डो, अवर सचिव

New Delhi, the 28th December, 2018

S. O. 20.—Whereas by the notification of the Government of India in the Ministry of Petroleum and Natural Gas vide S.O. No. 1095 dated the 17th July, 2018, issued under sub-section (1) of Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), (hereinafter referred to as the said Act), Published in the Gazette of India, No.29 dated 22 – 28 July, 2018 the Central Government declared its intention to acquire the right of user in the land specified in the Schedule appended to that notification for the purpose of laying Koyali-Ahmednagar-Solapur Pipeline for the transportation of Petroleum Products in Aurangabad District in the State of Maharashtra by Indian Oil Corporation Limited;

And whereas copies of the said Gazette notification were made available to the public up to 19th September, 2018;

And whereas the competent authority has under sub-section (1) of Section 6 of said act submitted report to the Central Government;

And Whereas the Central Government, after considering the said report and on being satisfied that the said land is required for laying the pipeline, has decided to acquire right of user therein;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 6 of the said Act, the Central Government hereby declares that the right of user in the land specified in the Schedule appended to this notification is hereby acquired for laying the pipeline;

And further, in exercise of the powers conferred by sub-section (4) of Section 6 of the said Act, the Central Government hereby directs that right of user in the said land for laying the pipeline shall, instead of vesting in the Central Government, vest on the date of publication of the declaration, in Indian Oil Corporation Limited, free from all encumbrances.

Indian Oil Corporation Limited shall be exclusively liable for any compensation in terms of Section 10 of the P & MP Act, 1962 and no suit, claim or legal proceeding would lie against the Central Government on any matter relating to the pipeline.

SCHEDULE

Tehsil:- Vaijapur		District:- Aurangabad		State :- Maharashtra		
Mouja / Village	Survey/Block No.	Sub-Div-No.	Area			
			Hectare	Are	Sq.mtr.	
1	2	3	4	5	6	
Surala	137		00	25	70	
	136		00	36	22	
	146		00	12	79	
	147		00	11	75	
	148		00	13	30	
	149		00	11	90	
	161		00	11	87	
	162		00	23	30	

[F. No. R-11025(11)6/2018-OR-I/E-23678]

NOAS KINDO, Under Secy.

नई दिल्ली, 28 दिसम्बर, 2018

का.आ. 21.—केन्द्रीय सरकार ने पेट्रोलियम और खनिज पाइपलाईन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया हैं) की धारा 3 की उप-धारा (1) के अधीन जारी की गई भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना संख्या का.आ. 2219 तारीख 14 सितम्बर, 2017 जो भारत के राजपत्र, तारीख 17 सितम्बर – 23 सितम्बर 2017 में प्रकाशित की गई थी द्वारा उस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में महाराष्ट्र राज्य में जिला नासिक में तालुका येवला कोयली – अहमदनगर – सोलापुर पेट्रोलियम परिवहन के लिए इंडियन ऑयल कार्पोरेशन लिमिटेड द्वारा पाइपलाईन बिछाने के प्रयोजन के लिए उपयोग के अधिकार के अर्जन के अपने आषय की घोषणा की थी ;

और उक्त राजपत्र अधिनियम की प्रतियां जनता को तारीख 4 फरवरी 2018 तक उपलब्ध करा की गई थी ; और सक्षम प्राधिकारी ने उक्त अधिनियम की धारा 6 की उप-धारा (1) के अधीन केन्द्रीय सरकार को रिपोर्ट की है ;

और केन्द्रीय सरकार ने, उक्त रिपोर्ट पर विचार करने के पश्चात् और यह समाधान हो जाने पर कि उक्त भूमि पाइपलाईन बिछाने के लिए अपेक्षित है, उसमें उपयोग के अधिकार का अर्जन करने का विनिष्चय किया है ;

अतः अब, केन्द्रीय सरकार उक्त अधिनियम की धारा 6 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में पाइपलाईन बिछाने के लिए उपयोग के अधिकार का अर्जन किया जाए ;

और सरकार उक्त अधिनियम की धारा 6 की उप-धारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह निर्देश देती है कि उक्त भूमि में उपयोग का अधिकार इस घोषणा के प्रकाशन की तारीख से केन्द्रीय सरकार में निहित होने के बजाए, सभी विल्लंगमों से मुक्त होकर इंडियन ऑयल कोर्पोरेशन लिमिटेड में निहित होगी ।

पेट्रोलियम और खनिज पाइपलाईन अधिनियम, 1962 की धारा 10 के अधीन किसी भी क्षतिपूर्ति के लिए इंडियन ऑयल कोर्पोरेशन लिमिटेड पूर्णतया उत्तरदायी होगी और पाइपलाईन से सम्बन्धित किसी भी मामले पर केन्द्रीय सरकार के विरुद्ध कोई वाद दावा या कानूनी कार्यवाही नहीं हो सकेगी ।

अनुसूची

तहसील:-येवला	जिला:- नासिक		राज्य:- महाराष्ट्र		
मौजा / ग्राम	सर्वे / ब्लाक / सं. (प्लॉट सं.)	सब-डीव-सं.	क्षेत्रफल		
			हेक्टर	आर	वर्ग मीटर

(1)	(2)	(3)	(4)	(5)	(6)
कुसुर	10		00	39	50
	11/1		00	09	58
	11/2		00	09	43
	12		00	11	92
	13		00	11	45
	14/1		00	39	10
	25/1		00	08	94
	25/2		00	02	12
	24		00	07	13
	34		00	09	63
	39		00	01	78
	38		00	10	02
	35		00	05	14
	37		00	22	78
	51/2		00	10	40
	50		00	12	16
	49		00	21	24
	48		00	20	50
	67		00	18	49
	68		00	31	48
	69		00	14	51
	64		00	15	52
	63		00	00	65
	102/1		00	09	02
	103		00	24	14
	111		00	25	86
	110		00	35	64
	142/2		00	03	76
	143		00	07	83
	144		00	10	91
	145		00	43	90

(1)	(2)	(3)	(4)	(5)	(6)
	146		00	14	38
	147		00	06	67
	148		00	03	44
	149		00	07	36
	151		00	02	97
	152		00	02	10
	153		00	02	58
	154		00	00	80
	155		00	00	51

[फा. सं. आर-11025(11)6/2018-ओआर-1/ई-23678]

नोवस किन्डो, अवर सचिव

New Delhi, the 28th December, 2018

S. O. 21.—Whereas by the notification of the Government of India in the Ministry of Petroleum and Natural Gas vide S.O. No. 2219 dated the 14th September, 2017, issued under sub-section (1) of Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), (hereinafter referred to as the said Act), Published in the Gazette of India dated the 17th September-23rd September 2017, the Central Government declared its intention to acquire the right of user in the land specified in the Schedule appended to that notification for the purpose of laying Koyali-Ahmednagar-Solapur Pipeline for the transportation of Petroleum Products in Taluka Yeola in Nashik District in the State of Maharashtra by Indian Oil Corporation Limited;

And whereas copies of the said Gazette notification were made available to the public up to 4th February 2018;

And whereas the competent authority has under sub-section (1) of Section 6 of said act submitted report to the Central Government;

And Whereas the Central Government, after considering the said report and on being satisfied that the said land is required for laying the pipeline, has decided to acquire right of user therein;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 6 of the said Act, the Central Government hereby declares that the right of user in the land specified in the Schedule appended to this notification is hereby acquired for laying the pipeline;

And further, in exercise of the powers conferred by sub-section (4) of Section 6 of the said Act, the Central Government hereby directs that right of user in the said land for laying the pipeline shall, instead of vesting in the Central Government, vest on the date of publication of the declaration, in Indian Oil Corporation Limited, free from all encumbrances.

Indian Oil Corporation Limited shall be exclusively liable for any compensation in terms of Section 10 of the P & MP Act, 1962 and no suit, claim or legal proceeding would lie against the Central Government on any matter relating to the pipeline.

SCHEDULE

Tehsil:- Yeola		District:- Nashik		State :- Maharashtra		
Mouja / Village	Survey/Block No.	Sub-Div-No.	Area			
			Hectare	Are	Sq.mtr.	

1	2	3	4	5	6
Kusur	10		00	39	50
	11/1		00	09	58
	11/2		00	09	43

1	2	3	4	5	6
	12		00	11	92
	13		00	11	45
	14/1		00	39	10
	25/1		00	08	94
	25/2		00	02	12
	24		00	07	13
	34		00	09	63
	39		00	01	78
	38		00	10	02
	35		00	05	14
	37		00	22	78
	51/2		00	10	40
	50		00	12	16
	49		00	21	24
	48		00	20	50
	67		00	18	49
	68		00	31	48
	69		00	14	51
	64		00	15	52
	63		00	00	65
	102/1		00	09	02
	103		00	24	14
	111		00	25	86
	110		00	35	64
	142/2		00	03	76
	143		00	07	83
	144		00	10	91
	145		00	43	90
	146		00	14	38
	147		00	06	67
	148		00	03	44
	149		00	07	36
	151		00	02	97
	152		00	02	10
	153		00	02	58
	154		00	00	80
	155		00	00	51

नई दिल्ली, 28 दिसम्बर, 2018

का. आ. 22.—केंद्रीय सरकार को ऐसा प्रतीत होता है कि लोक हित में यह आवश्यक है कि आंध्र प्रदेश राज्य में पेट्रोलियम उत्पादों के परिवहन के लिए पारादीप- हैदराबाद पाइपलाइन परियोजना के क्रियान्वयन हेतु इंडियन ऑयल कॉर्पोरेशन लिमिटेड द्वारा पाइपलाइन बिछाई जानी चाहिए;

और केंद्रीय सरकार को ऐसी पाइपलाइन बिछाने के प्रयोजन के लिए यह आवश्यक प्रतीत होता है कि ऐसी भूमि में जो इस से ऊपरबढ़ अनुसूची में वर्णित है, और जिसमें उक्त पाइपलाइन बिछाई जाने का प्रस्ताव है, उपयोग के अधिकार का अर्जन किया जाए;

अतः अब, केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन्स (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए उस भूमि में उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा करती है;

कोई भी व्यक्ति, जो उक्त अनुसूची में वर्णित भूमि में हितबढ़ है, उस तारीख से, जिसको इस अधिसूचना में युक्त भारत के राजपत्र की प्रतियाँ साधारण जनता को उपलब्ध करा दी जाती हैं, इक्कीस (21) दिन के भीतर, भूमि के नीचे पाइपलाइन बिछाए जाने के लिए उसमें उपयोग के अधिकार के संबन्ध में श्री एम. आर. आर. शेषु, सक्षम प्राधिकारी (आंध्र प्रदेश), इंडियन ऑयल कॉर्पोरेशन लिमिटेड (पाइपलाइन्स प्रभाग), पारादीप-हैदराबाद पाइपलाइन परियोजना, चौथी मंजिल, एल.आई.सी. एनेक्सी भवन, थिक्कना (डायमंड पार्क) रोड, आर.टी.सी. कॉम्प्लेक्स के पास, विशाखापटनम - 530004, आंध्र प्रदेश राज्य को लिखित रूप से आशेष भेज सकेगा।

अनुसूची

जिला : श्रीकाकुलम		राज्य : आंध्र प्रदेश			
मंडल का नाम	ग्राम का नाम	सर्वे नम्बर	क्षेत्रफल		
			हेक्टेयर	एयर	वर्गमीटर
(1)	(2)	(3)	(4)	(5)	(6)
श्रीकाकुलम		तैरा	234/3	00	01 00
			234/2	00	00 71
			234/4	00	00 09
			233/18	00	01 93
			233/20	00	02 31
			233/19	00	00 55
			233/4	00	01 30
			233/3	00	00 15
आमुदालावलासा	दूसि	54/5	00	02	09
		54/8	00	02	19
		55/3	00	00	75
		55/4	00	00	11
		55/6	00	00	19
		54/4	00	02	84
		54/10	00	00	41

[फा. सं. आर-11025(11)252/2017-ओआर-1/ई-21033]

नोवस किन्डो, अवर सचिव

New Delhi, the 28th December, 2018

S.O. 22.—Whereas, it appears to the Central Government, that it is necessary in the public interest that for the transportation of petroleum products in the state of Andhra Pradesh a pipeline should be laid for implementing Paradip-Hyderabad Pipeline Project under Paradip-Hyderabad Pipeline by the Indian Oil Corporation Limited;

And whereas, it appears to the Central Government that for the purpose of laying the said pipeline, it is necessary to acquire the right of user in the land under which the said pipeline is proposed to be laid, and which is described in the Schedule annexed to this notification;

Now, therefore, in exercise of the powers conferred by Sub Section (1) of Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein;

Any person who is interested in the land described in the said schedule, may submit objection in writing to Shri. M. R. R. Seshu, Competent Authority (Andhra Pradesh) Indian Oil Corporation Limited (Pipelines Division), Paradip Hyderabad Pipeline Project, 4th floor, LIC Annex Building, Thikkana (Diamond Park) Road, Near RTC Complex, Visakhapatnam - 530004 within twenty one (21) days from the date on which the copies of this notification issued under Sub-section (1) of Section 3 of the said Act, as published in the Gazette of India, are made available to the general public.

SCHEDULE

DISTRICT : SRIKAKULAM			STATE : ANDHRA PRADESH		
MANDAL (1)	VILLAGE (2)	SURVEY No. (3)	AREA		
			Hectare (4)	Are (5)	Sq. Mt. (6)
SRIKAKULAM	NAIRA	234/3	00	01	00
		234/2	00	00	71
		234/4	00	00	09
		233/18	00	01	93
		233/20	00	02	31
		233/19	00	00	55
		233/4	00	01	30
		233/3	00	00	15
AMUDALAVALASA	DUSI	54/5	00	02	09
		54/8	00	02	19
		55/3	00	00	75
		55/4	00	00	11
		55/6	00	00	19
		54/4	00	02	84
		54/10	00	00	41

[F. No. R-11025(11)252/2017-OR-I/E-21033]

NOAS KINDO, Under Secy.

नई दिल्ली, 28 दिसम्बर, 2018

का. आ. 23.—केंद्रीय सरकार को ऐसा प्रतीत होता है कि लोक हित में यह आवश्यक है कि आंध्र प्रदेश राज्य में पेट्रोलियम उत्पादों के परिवहन के लिए पारादीप- हैदराबाद पाइपलाइन परियोजना के क्रियान्वयन हेतु इंडियन ऑयल कॉर्पोरेशन लिमिटेड द्वारा पाइपलाइन बिछाई जानी चाहिए;

और केंद्रीय सरकार को ऐसी पाइपलाइन बिछाने के प्रयोजन के लिए यह आवश्यक प्रतीत होता है कि ऐसी भूमि में जो इस से ऊपरावधु अनुसूची में वर्णित है, और जिसमें उक्त पाइपलाइन बिछाई जाने का प्रस्ताव है, उपयोग के अधिकार का अर्जन किया जाए;

अतः अब, केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन्स (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए उस भूमि में उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा करती है;

कोई भी व्यक्ति, जो उक्त अनुसूची में वर्णित भूमि में हितबद्ध है, उस तारीख से, जिसको इस अधिसूचना में युक्त भारत के राजपत्र की प्रतियाँ साधारण जनता को उपलब्ध करा दी जाती हैं, इक्कीस (21) दिन के भीतर, भूमि के नीचे पाइपलाइन बिछाए जाने के लिए उसमें उपयोग के अधिकार के संबन्ध में श्री एम. आर. आर. शेषु, सक्षम प्राधिकारी (आंध्र प्रदेश), इंडियन ऑयल कॉर्पोरेशन लिमिटेड (पाइपलाइन्स प्रभाग), पारादीप-हैदराबाद पाइपलाइन परियोजना, चौथी मंजिल, एल.आई.सी. एनेक्सी भवन, थिक्कना (डायमंड पार्क) रोड, आर.टी.सी. कॉम्प्लेक्स के पास, विशाखापटनम - 530004, आंध्र प्रदेश राज्य को लिखित रूप से आक्षेप भेज सकेगा।

अनुसूची

जिला : श्रीकाकुलम		राज्य : आंध्र प्रदेश			
मंडल का नाम	ग्राम का नाम	सर्वे नम्बर	क्षेत्रफल		
			हेक्टेयर	एयर	वर्गमीटर
(1)	(2)	(3)	(4)	(5)	(6)
संतावोम्माति	अरिकावलासा	83/3	00	01	51
		81/2C	00	04	72
		80/4	00	00	35
		80/1	00	00	47
		80/7	00	00	94
		67/13	00	01	86
		67/11	00	00	05
		68/4	00	00	47
		69/2	00	04	50
		70/14	00	03	97
		70/5	00	00	10
		70/4	00	00	30
		43/7A	00	00	11
		43/4	00	01	27
		43/1	00	01	25

(1)	(2)	(3)	(4)	(5)	(6)
संतावोम्माति	अरिकावलासा	30/9D	00	01	58
		30/7	00	01	00
		30/5	00	01	88
		29/3	00	00	39
		16/8	00	00	72
		16/7	00	00	86
		16/9	00	00	73
		16/5	00	01	80
		5/6	00	00	48
		5/4	00	00	68
		5/3	00	00	11
		16/13	00	09	21
		17/7P	00	01	22
		16/14	00	02	23
		83/4	00	16	19
नरासन्नापेटा	लुकालाम	290/6	00	03	89
		290/5	00	00	16
		288/9	00	00	12
		288/3	00	00	45
		286/13	00	02	34
		326/2	00	01	16
		326/1	00	01	15
		329/2	00	02	17
		329/3	00	03	08
		329/4	00	05	53
		343/10	00	02	54

(1)	(2)	(3)	(4)	(5)	(6)
नरासन्नापेटा	लुकालाम	343/12	00	01	03
		343/6	00	00	64
		344/3	00	00	24
		352/18	00	00	21
		352/17	00	00	15
		353/18	00	02	27
		353/16	00	00	60
		353/17	00	00	80
		355/25	00	00	32
		355/24	00	00	33
		355/16	00	01	40
		344/1	00	02	23
		343/5	00	02	03
		355/18	00	00	41

[फा. सं. आर-11025(11)252/2017-ओआर-I/ई-21033]

नोवस किन्डो, अवर सचिव

New Delhi, the 28th December, 2018

S.O. 23.—Whereas, it appears to the Central Government, that it is necessary in the public interest that for the transportation of petroleum products in the state of Andhra Pradesh a pipeline should be laid for implementing Paradip-Hyderabad Pipeline Project under Paradip-Hyderabad Pipeline by the Indian Oil Corporation Limited;

And whereas, it appears to the Central Government that for the purpose of laying the said pipeline, it is necessary to acquire the right of user in the land under which the said pipeline is proposed to be laid, and which is described in the Schedule annexed to this notification;

Now, therefore, in exercise of the powers conferred by Sub Section (1) of Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein;

Any person who is interested in the land described in the said schedule, may submit objection in writing to Shri. M. R. R. Seshu, Competent Authority (Andhra Pradesh) Indian Oil Corporation Limited (Pipelines Division), Paradip Hyderabad

Pipeline Project, 4th floor, LIC Annexe Building, Thikkana (Diamond Park) Road, Near RTC Complex, Visakhapatnam - 530004 within twenty one (21) days from the date on which the copies of this notification issued under Sub-section (1) of Section 3 of the said Act, as published in the Gazette of India, are made available to the general public.

SCHEDELE

DISTRICT : SRIKAKULAM			STATE : ANDHRA PRADESH		
MANDAL	VILLAGE	SURVEY No.	AREA		
			Hectare	Are	Sq. Mt.
(1)	(2)	(3)	(4)	(5)	(6)
Santa Bommali	Arikavalasa	83/3	00	01	51
		81/2C	00	04	72
		80/4	00	00	35
		80/1	00	00	47
		80/7	00	00	94
		67/13	00	01	86
		67/11	00	00	05
		68/4	00	00	47
		69/2	00	04	50
		70/14	00	03	97
		70/5	00	00	10
		70/4	00	00	30
		43/7A	00	00	11
		43/4	00	01	27
		43/1	00	01	25
		30/9D	00	01	58
		30/7	00	01	00
		30/5	00	01	88
		29/3	00	00	39
		16/8	00	00	72
		16/7	00	00	86
		16/9	00	00	73
		16/5	00	01	80
		5/6	00	00	48
		5/4	00	00	68
		5/3	00	00	11

(1)	(2)	(3)	(4)	(5)	(6)
Santa Bommali	Arikavalasa	16/13	00	09	21
		17/7P	00	01	22
		16/14	00	02	23
		83/4	00	16	19
Narasannapeta	Lukalam	290/6	00	03	89
		290/5	00	00	16
		288/9	00	00	12
		288/3	00	00	45
		286/13	00	02	34
		326/2	00	01	16
		326/1	00	01	15
		329/2	00	02	17
		329/3	00	03	08
		329/4	00	05	53
		343/10	00	02	54
		343/12	00	01	03
		343/6	00	00	64
		344/3	00	00	24
		352/18	00	00	21
		352/17	00	00	15
		353/18	00	02	27
		353/16	00	00	60
		353/17	00	00	80
		355/25	00	00	32
		355/24	00	00	33
		355/16	00	01	40
		344/1	00	02	23
		343/5	00	02	03
		355/18	00	00	41

[F. No. R-11025(11)252/2017-OR-I/E-21033]

NOAS KINDO, Under Secy.

श्रम एवं रोजगार मंत्रालय

नई दिल्ली, 18 दिसम्बर, 2018

का. आ. 24.—ओद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मेसर्स उप महाप्रबंधक, स्टेट बैंक ऑफ इंडिया नई दिल्ली और अन्य एवं उनके कर्मचारी के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट ओद्योगिक विवाद में केन्द्रीय सरकार ओद्योगिक अधिकरण एवं श्रम न्यायालय, नई दिल्ली -1 के पंचाट (संदर्भ संख्या 213/2018) को प्रकाशित करती है जो केन्द्रीय सरकार को 29/11/2018 को प्राप्त हुए थे।

[सं. एल-12011/05/2018-आईआर (डीयू)]

राजेंद्र जोशी, उप निदेशक

MINISTRY OF LABOUR AND EMPLOYMENT

New Delhi, the 18th December, 2018

S.O. 24.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 213/2018) of the Central Government Industrial Tribunal cum-Labour Court-1, New Delhi, as shown in the Annexure, in the Industrial dispute between the employers in relation to the Deputy General Manager, State Bank of India New Delhi, and others, and their workmen which were received by the Central Government on 29.11.2018.

[No. L-12011/05/2018-IR (DU)]

RAJENDRA JOSHI, Dy. Director

ANNEXURE

BEFORE PRESIDING OFFICER: CENTRAL GOVERNMENT INDUSTRIAL-TRIBUNAL-CUM LABOUR COURT No.1: ROOM No.511, DWARKA COURT COMPLEX, SECTOR 10, DWARKA, DELHI – 110 075

ID No. 213/2018

Shri Kanchan Walia,
B-82, 1st Floor, Ganesh Nagar,
Pandav Nagar Complex,
Delhi – 110 092

...Workman

Versus

1. The Deputy General Manager,
State Bank of India,
DAO -1, 1st Floor,
Delhi Administrative Office-1,
11 Parliament Street,
New Delhi – 110001
2. The Regional Manager,
State Bank of India,
RBO-3, 3rd Floor,
Block A, Delhi Zonal Office,
11 Parliament Street,
New Delhi – 110 001

...Management

AWARD

In the present case, a reference was received vide letter No.L-12011/05/2018-IR(B-I) dated 10.07.2018 under clause (d) of sub-section (1) and Section (2A) of Section 10 of the Industrial Disputes Act, 1947 (in short the Act) for adjudication of an industrial disputes, terms of which are as under:

“Whether the action of the management of SBI, regarding punishment of ‘removal from service’ awarded on Smt. Kanchan Walia, Special Assistant, State Bank of India, Ghonda Branch, Delhi is just, fair and proper? If not, whether she is entitled for reinstatement with back wages and continuity of service ? ”

2. In the reference order, the appropriate Government commanded the party/ies raising the dispute to file statement of claim, complete with relevant documents, list of reliance and witnesses with this Tribunal within 15 days of receipt of the reference order and to forward a copy of such statement of claim to the opposite parties involved in the dispute. Despite directions so given, Smt. Kanchan Walia, the workman, opted not to file her claim statement with the Tribunal.

3. Further, on receipt of the above reference, notice was also sent to the workman as well as the management. Neither the postal article, referred above, was received back undelivered nor was it observed by the Tribunal that postal services remained affected during the period, referred above. Therefore, every presumption lies in favour of the fact that the above notice was served upon the workman. Despite service of the notice, the workman opted to abstain from the proceedings. No claim statement was filed on her behalf. Thus, it is clear that the workman is not interested in adjudication of the reference on merits.

4. Since the workman has neither put in her appearance nor has she led any evidence so as to prove her cause against the management, as such, this Tribunal is left with no choice, except to pass a ‘No Dispute/Claim’ award. However, it will not debar the claimant from seeking relief afresh as there is no adjudication of the reference on merits. An award is, accordingly, passed. Let this award be sent to the appropriate Government, as required under Section 17 of the Industrial Disputes Act, 1947, for publication.

Dated : November 28, 2018

A.C. DOGRA, Presiding Officer

नई दिल्ली, 18 दिसम्बर, 2018

का. आ. 25.—ओद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मेसर्स महानिदेशक, सीपीडब्ल्यूडी कार्यालय नई दिल्ली, और अन्य एवं उनके कर्मचारी के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट ओद्योगिक विवाद में केन्द्रीय सरकार ओद्योगिक अधिकरण एवं श्रम न्यायालय, नई दिल्ली -1 के पंचाट (संदर्भ संख्या 122/2013) को प्रकाशित करती है जो केन्द्रीय सरकार को 17.12.18 को प्राप्त हुए थे।

[सं. एल-42011/85/2013-आईआर (डीयू)]

राजेंद्र जोशी, उप निदेशक

New Delhi, the 18th December, 2018

S.O. 25.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No.122/2013) of the Central Government Industrial Tribunal cum Labour Court -1, New Delhi as shown in the Annexure, in the Industrial dispute between the employers in relation to the Director General, CPWD Office New Delhi , & Others, and their workmen which were received by the Central Government on 17.12.18.

[No. L-42011/85/2013-IR (DU)]

RAJENDRA JOSHI, Dy. Director

ANNEXURE

BEFORE PRESIDING OFFICER: CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT No. 1: ROOM No. 511, DWARKA COURT COMPLEX, SECTOR 10, DWARKA, DELHI – 110 075**ID No.122/2013**

Smt. Tara Devi W/o Late Shri Prem Nath Manjhi, through
 All India Central PWD (MRM) Karamchari Sangathan (Regd.),
 House No.4823, Gali No.13,
 Balbir Nagar Extension, Shahdara,
 Delhi – 110 032

...Workman

Versus

The Director General (Works),
 Central Public Works Department,
 Nirman Bhawan,
 New Delhi – 110 001

The Executive Engineer,
 CD – IV, CPWD, IARI, Pusa,
 New Delhi

...Management

AWARD

A reference was received from Ministry of Labour and Employment vide Order No.L-42011/85/2013-IR(DU) dated 04.09.2013/06.09.2013 under clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947(in short the Act) for adjudication of an industrial dispute, terms of which are as under:

‘Whether the demand of the union to regularize the services of the deceased workman late Shri Prem Nath Manjhi from the same date from which his juniors have been granted regularization and release of consequential benefits including, pension and other retirement benefits as per the rules applicable to regular workmen is legal and unjustified? To what relief the widow/legal heir of the deceased workman are entitled to and what directions are necessary in this respect?’

2. Claim statement was filed by Ms. Tara Devi, W/o late Shri Prem Nath Manjhi (in short the claimant) wherein it is averred that late Shri Prem Nath Manjhi (in short the late workman) was initially appointed as beldar on 16.08.1988 on muster roll. He expired on 27.04.2008 after having put in 19 years and 8 months of regular service on muster roll. Management had granted temporary status to the late workman with effect from 01.09.1993. As per the temporary status scheme 50% service on muster roll is to be counted for pensionary benefits after regularization. As per the provisions of CPWD manual and scheme of temporary status, the late workman was entitled for regularization of service after completion of 2 years continuous service from date of his initial date of appointment on hand receipt. In spite of having sufficient sanctioned vacant posts of beldars during the service of the late claimant, the late workman was not regularized against the said post though juniors to him were regularized with effect from 27.11.2001 and 05.08.2002. Services of the claimant were regularized on 11.12.2006 under one time relaxation scheme framed by the Department and which was available to those workmen who have completed more than 10 years of regular service in the Department on the directions of Hon’ble Supreme Court of India. Though the management has made payment of gratuity to the wife of the late workman on account of his death yet she has not been granted pensionary benefits. Denial of regularization to the late workman from the date when junior to him were regularized, amounts to unfair labour practice and discrimination. The late workman was a member of the Sangathan and the claimant, his widow, has consented for taking up the case of her late husband. Finally, it has been prayed that the late workman may be regularized from the date when his juniors were regularized and for grant of terminal and pensionary benefits to the claimant.

3. Claim was demurred by the management by taking various preliminary objections, inter alia of the absence of an industrial dispute, concealment of material facts etc. On merits, it has been stated that the juniors to the late workman, i.e. Shri Randhir Singh, Shri Ram Prasad Tiwari and Shri Kalu Ram were regularized as per directions of CAT, Principal bench, New Delhi. The management has denied the other material averments contained in the statement of claim. Finally, it has been prayed that the claim may be dismissed.

4. Against this factual background, my learned predecessor on the basis of pleadings of the parties, vide order dated 16.01.2014, noted that no other issue than the one referred or adjudication by the appropriate Government is made out. Thereafter, the case was listed for evidence of the claimant. The claimant, in order to prove her case against the management, examined herself as WW1 and tendered in evidence her affidavit Ex.WW1/A. She also relied on documents Ex.WW1/1 to Ex.WW1/5. However, during the course of her cross examination, settlement was tried between the parties and finally it was stated by the management that a new order of DOPT regarding grant of pension has been issued and the case of the claimant was stated to be duly covered under said order. Management also filed letter dated 06.01.2018 Ex.P-1 wherein the services of the claimant have been regularized on the post of beldar in the scale of Rs.5200-20200 with grade pay of Rs.1600 with effect from 11.12.2006 vide order No.10 (1)/SE-Circle (Electrical)/E-4/2038 dated 11.09.2011.

5. As a sequel to my above discussions, it is held that since late Shri Prem Nath Manjhi has been regularized with effect from 11.12.2006, the same date from which his juniors have been granted regularization, management is directed to release all consequential benefits including pension and other retirement benefits as per the rules applicable to regular workmen. It is further held that widow/legal heirs is entitled to the retiral benefits of her late husband. An award is accordingly passed. Let this award be sent to the appropriate Government, as required under Section 17 of the Industrial Disputes Act, 1947, for publication.

A.C. DOGRA, Presiding Officer

नई दिल्ली, 18 दिसम्बर, 2018

का. आ. 26.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मैसर्स भारती एयरटेल सर्विसेज लिमिटेड और अन्य एवं उनके कर्मचारी के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, 1 नई दिल्ली के पंचाट (संदर्भ संख्या 63/2016) को प्रकाशित करती है जो केन्द्रीय सरकार को 31.10.2018 को प्राप्त हुए थे।

[सं. एल-40011/47/2015-आईआर (डीयू)]

राजेंद्र जोशी, उप निदेशक

New Delhi, the 18th December, 2018

S.O. 26.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 63/2016) of the Central Government Industrial Tribunal-cum-Labour Court-1, New Delhi as shown in the Annexure, in the Industrial dispute between the employers in relation to M/s. Bharti Airtel Services Ltd. , and others, and their workmen which were received by the Central Government on 31.10.2018.

[No. L-40011/47/2015-IR (DU)]

RAJENDRA JOSHI, Dy. Director

ANNEXURE

BEFORE PRESIDING OFFICER: CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT No. 1: ROOM No. 511, DWARKA COURT COMPLEX, SECTOR 10, DWARKA, DELHI – 110 075

ID No.63/2016

Shri Ramesh Kumar Yadav S/o Shri Ganga Prasad Yadav, through
Samast Delhi Karamchari Union (Regd.),
Affiliated to Bhartiya Mazdoor Sangh,
52C, Okhla Industrial Area, Phase 3,
New Delhi - 110 020

...Workman

Versus

1. M/s. Bharti Airtel Services Ltd.,
234, Okhla Industrial Estate, Phase 3,
New Delhi 110020
2. The Managing Director,
M/s. Johnsons Control (I) Pvt. Ltd.
Ground Floor, Plot No.A4 & A5,
Logix Soft Tel Pvt. Ltd. Building,
Sector 16, NOIDA,
Gautam Budh Nagar, Uttar Pradesh
3. The Managing Director,
M/s. ACE Facility Management Pvt. Ltd.,
HR/36/2, 60 Ft. Road, Pul Prahaladpur,
New Delhi – 110 044

...Managements

AWARD

A reference was received from Ministry of Labour and Employment vide Order No.L-40011/47/2015-IR(DU) dated 07.01.2016/13.01.2016 under clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947(in short the Act) for adjudication of an industrial dispute, terms of which are as under:

‘Whether the claim of the workman Shri Ramesh Kumar Yadav S/o Shri Ganga Prasad Yadav for regularization of his service with the managements of Bharti Airtel Limited alongwith the payment of all legal dues is legal and justified and if so, what directions are necessary in this respect?’

2. Shri Ramesh Kumar Yadav filed his statement of claim stating that he was employed by M/s Bharti Airtel Limited in their parking as Driver/Parking Boy on 01.12.2006 where he worked with dedication and sincerity. He was working under the direct control and supervision of M/s Bharti Airtel Limited continuously till 2011. Later on, without any notice to the claimant he was placed on pay rolls of various contractors. On objecting to this practice, the claimant was threatened to be thrown out and also informed that only his salary would be paid through contractor. M/s ACE Facility management Pvt. Ltd. took 12 hours of job at a monthly wage of Rs.10,081.00 deprived his of various leaves, bonus etc. which clearly amounts to unfair labour practice. A complaint was also filed before this Tribunal for payment of the dues etc. Initially, the principal employer, M/s Bharti Airtel Ltd. was paying salary, overtime, yearly leaves, bonus etc. In 2011, without the notice of the claimant, he was being paid his salary through the contractor. Demand notice was also sent to the management in this regard on 16.04.2014 and 15.07.2014. However, no response was received from the management. Finally, it has been prayed that the claimant may be regularized with all consequential benefits.

2. Claim was resisted by M/s Bharti Airtel Ltd. taking various preliminary objections, inter alia of approaching the court with unclean hands, facts being distorted, non-espousal, concealment of facts etc. On merits, it is admitted that the management had engaged the services of M/s CBRE South Asia Private Ltd. (earlier known as M/s Johnsons Controls India Pvt. Ltd.) for certain permissible services rendered by it and have no nexus with the workforce of CBRE South Asia Pvt. Ltd. M/s Bharti Airtel has denied the material averments contained in the statement of claim.

3. No reply was filed by M/s Johnsons Control (I) Pvt. Ltd. and M/s ACE Facility Management Pvt. Ltd., who were proceeded ex-parte on 05.01.2017.

4. From the pleadings of the parties, following issues were framed by this Tribunal on 04.07.2017 :

- (i) Whether there is no relationship of employer and employee between the claimant and M/s. Bharti Airtel Limited management No.1?
- (ii) Where is no espousal of the case, as alleged by the management?
- (iii) In terms of reference

5. Thereafter, the case was listed for evidence of the claimant and the case was listed on 24.10.2018. In the meanwhile, parties stated that they have settled the matter amicably and there remains no occasion to adjudicate the issues referred above.

7. Claimant made a statement to the effect that he is willing to accept Rs.2,40,000.00 from M/s ACE Facility Management Pvt. Ltd. towards full and final settlement of his claim for reinstatement in service, other benefits etc., if any. Now, the claimant does not have any surviving dispute with any of the managements and the matter has been disposed of amicably between the parties. Statement of the claimant has been separately recorded. The receipt of full and final settlement, Ex.C-I, shall form integral part of the award. An award is, accordingly, passed. It be sent to the appropriate Government for publication.

Dated : October 29, 2018

A.C. DOGRA, Presiding Officer

नई दिल्ली, 18 दिसम्बर, 2018

का. आ. 27.—ओद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मैसर्स भारती एयरटेल सर्विसेज लिमिटेड और अन्य एवं उनके कर्मचारी के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट ओद्योगिक विवाद में केन्द्रीय सरकार ओद्योगिक अधिकरण एवं श्रम न्यायालय 1, नई दिल्ली के पंचाट (संदर्भ संख्या 268/2017) को प्रकाशित करती है जो केन्द्रीय सरकार को 31.10.2018 को प्राप्त हुए थे।

[सं. एल-42025/03/2018-आईआर (डीयू)]

राजेंद्र जोशी, उप निदेशक

New Delhi, the 18th December, 2018

S.O. 27.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No.268/2017) of the Central Government Industrial Tribunal-cum-Labour Court-1, New Delhi as shown in the Annexure, in the Industrial dispute between the employers in relation to the M/s. Bharti Airtel Services Ltd., and others, and their workmen which were received by the Central Government on 31.10.2018.

[No. L-42025/03/2018-IR (DU)]

RAJENDRA JOSHI, Dy. Director

ANNEXURE

BEFORE PRESIDING OFFICER: CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT No. 1: ROOM No . 511, DWARKA COURT COMPLEX, SECTOR 10, DWARKA, DELHI – 110 075

ID No.268/2017

Shri Nagendra Kumar, through
General Mazdoor Union,
B-89, Gulmohar Park,
New Delhi – 110049

...Workman

Versus

Bharti Airtel Services Ltd.,
Through,
The Director,
Plot No.234, Okhla Industrial Estate, Phase III,
New Delhi 110020

...Management

AWARD

Present dispute has been raised by Shri Nagendra Prasad (in short the workman) under the provisions of sub-section (2) of section 2-A of the Industrial Disputes Act, 1947 (in short the Act). A period of 45 days stood expired from the date of making his application before the Conciliation Officer. Sub-section (2) of section 2-A of the Act empowers him to file a dispute before this Tribunal, without being referred by the appropriate Government. His contention stands substantiated by the provisions of sub-section (2) of section 2-A of the Act. Workman has been given a right by the Act to approach this Tribunal in case of discharge, dismissal, retrenchment or otherwise termination of her service, without a dispute being referred by the appropriate Government under sub-section (1) of section 10 of the Act. Since dispute was within the period of limitation, as enacted by sub section (3), and answered requirements of sub-section (2) of section 2-A of the Act, it was registered as an industrial dispute, even without being referred for adjudication by the appropriate Government, under section 10(1) (d) of the Act.

2. Claim was filed by the claimant that he was working as Technician with M/s Bharti Airtel Services Limited since 01.05.2008. His last drawn wages was Rs.24,535.00 per month. He was given a glorified designation of Officer S-4 though he has not powers of officer, to sign cheques, to appoint or remove anyone. Prior to appointing the claimant, management took trade test as well as interview. During the interview, it was specifically informed to the claimant that he would be placed in Delhi. Management was adopting unfair labour practice such as changing service conditions like changing permanent employees to contact employee status, forcing permanent employees to resign from job etc. In July 2016, management pressurized the claimant to resign. Since he refused to do so, management threatened to post him to a faraway place, though his appointment letter does not contain any transfer clause. However, with intention to harass the claimant, transfer order was sent to him through e-mail. On 09.08.2016 when the claimant reported for duties he was given a transfer letter with instructions to report at Dimapur. Demand notice was sent to the management on 10.08.2016 to allow him to continue his duties at Delhi but the management did not heed to his request. On 16.08.2016, the claimant performed his duties at Delhi. On 17.08.2016 when the claimant reported for duties, he was informed by the Security Guard that there is an order from the management to not to allow him to enter the company premises. On contacting the management personnel, the claimant was informed that his name has been struck off from the rolls of the company at Delhi and that he should report at Dimapur. The above acts of the management is illegal, malafide and amounts to victimization. Finally, it has been prayed that the transfer order be termed illegal and direct the management to take the claimant back at Delhi.

3. Written statement was filed by the management wherein various preliminary objections, inter alia that the relief sought is beyond the jurisdiction of this Tribunal, transfer of an employee being inherent right of an employer, non espousal etc. The management has denied the material averments contained in the statement of claim

4. From the records, it emerged that in fact the case of the claimant is that of his transfer from Delhi to Dimapur. The case has been wrongly registered under 2-A of the Act as it is not a case of discharge, dismissal, retrenchment or otherwise termination of the service of the claimant. Concededly, provisions of Section 2-A can be pressed into service

only when the service of a workman is terminated or he is discharged/dismissed or retrenched from service. Section 2-A cannot be availed in case of transfer of a workman. Statement of Shri Mohan Nair, A/R for the claimant has been recorded separately that he neither wants to prosecute his claim nor does he want to lead any evidence in support of his claim. Hence, the claim petition is, hereby, dismissed. An award is, accordingly, passed. Let it be sent for publication as required under section 17 of the Act.

Dated : October 29, 2018

A.C. DOGRA, Presiding Officer

नई दिल्ली, 18 दिसम्बर, 2018

का. आ. 28.—ओद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार प्रशासनिक अधिकारी, अखिल भारतीय आयुर्विज्ञान संस्थान एवं उनके कर्मचारी के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट ओद्योगिक विवाद में केन्द्रीय सरकार ओद्योगिक अधिकरण एवं श्रम न्यायालय, 1 नई दिल्ली के पंचाट (संदर्भ संख्या 76/2016) को प्रकाशित करती है जो केन्द्रीय सरकार को 29.11.2018 को प्राप्त हुए थे।

[सं. एल-42012/221/2015- आईआर (डीयू)]

राजेंद्र जोशी, उप निदेशक

New Delhi, the 18th December, 2018

S.O. 28.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No.76/2016) of the Central Government Industrial Tribunal-cum-Labour Court-1, New Delhi as shown in the Annexure, in the Industrial dispute between the employers in relation to the Administrative Officer, All India Institute Of Medical Sciences, and others, and their workmen which were received by the Central Government on 29.11.2018.

[No. L-42012/221/2015-IR (DU)]

RAJENDRA JOSHI, Dy. Director

ANNEXURE

BEFORE PRESIDING OFFICER: CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT No. 1: ROOM No. 511, DWARKA COURT COMPLEX, SECTOR 10, DWARKA, DELHI – 110 075

ID No.76/2016

Shri Vidya Nand Sharma S/o late Shri Uday Narain Sharma,
R/o F-48, Lado Sarai,
New Delhi 110 030

...Workman

Versus

- (i) The Administrative Officer,
All India Institute of Medical Sciences
Ansari Nagar,
New Delhi 110 029
- (ii) M/s. Sulabh International Social Service Organization,
Sulabh Bhawan, Mahavir Enclave, RZ-83,
Palam – Dabri Road,
New Delhi – 110 045

...Managements

AWARD

A reference was received from Central Government under Clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947(in short the Act), by this Tribunal, vide letter No.L-42012/221/2015-IR(DU) dated 04.01.2016, for adjudication of an industrial dispute, terms of which are as under:

“Whether the claim of the workman Shri Vidya Nand Sharma S/o late Uday Narain Sharma to be reinstated in service on the roll of AIIMS with effect from 20.09.2009 with consequential benefits i.e. DA, HRA, etc. as

admissible to the regular employees of cafeteria in AIIMS is legal and justified and if so what relief the workman is entitled to and what directions are necessary in this respect?"'

2. Shri Vidya Nand Sharma, the claimant, filed his statement of claim wherein it is averred that he was orally appointed by the General Manager, Cafeteria All India Institute of Medical Sciences, alongwith various other employees. No appointment letter was issued by the management. All of a sudden, without any notice or memorandum claimant was removed from service. Nature of the duty of the claimant is on regular basis with effect from 25.01.2008 as an Assistant Manager cum Storekeeper continuously without any technical break. Hence, the claimant is entitled for the regular pay scale as the work carried/Performed is regular nature, which is being performed by other cafeteria employees of All India Institute of Medical Sciences, i.e. pay scale of Rs.5200 + 20,200 + 2400 with grade pay of Rs.2400. Claimant has averred that he is also entitled for dearness allowance, house rent, CCA, patient care allowance, leave benefits etc. equal to the similarly placed employees with effect from February'08. Finally it has been prayed that the claimant may be extended the above benefits as holding the post of Assistant Manager.

3. Reply was filed on behalf of M/s Sulabh International Social Service Organization averring that the complaint is not maintainable nor fit to be taken cognizance of. Initially complaint was against All India Institute of Medical Sciences but subsequently M/s Sulabh International Social Service Organization was added as one of the contesting management. During the conciliation, it was specifically conceded by the claimant before the Ld. Assistant Labour Commissioner(Central) that he has no grievance or dispute against M/s Sulabh International Social Service Organization. Hence, the instant complaint is fit to be rejected.

3. Initially despite affording of several opportunities, All India Institute of Medical Sciences failed to file their written statement and hence were proceeded ex-parte, which was later on recalled on an application filed by them. Written statement was filed on behalf of All India Institute of Medical Sciences, taking various preliminary objections of the claim being illegal, invalid and unsustainable, the claimant never being appointed by AIIMS. Earlier the claimant had approached the Hon'ble High Court of Delhi and the matter was compromised between the parties by payment of Rs. 6 lakh. Thereafter the claimant filed an application under Section 20(i) of Minimum Wages Act in which a claim of Rs.3,70,590.00 was made and the said application was disposed of by the Ld. Judge Evening Court No.2, Patiala House Court vide order dated 21.08.2015. Hence the case is hit by principle of res-judicata, estoppel and laches. Finally, it is prayed that the claim petition may be dismissed.

4. Thereafter, case was listed for filing of rejoinder. In the meanwhile, it was brought to the notice of this Tribunal that the claimant has since expired. It is pertinent to mention here that the claimant was fighting the case himself and no legal heir has come forward to pursue the case. In such circumstances, this Tribunal is left with no alternative but to pass a 'no dispute' award. An award is, accordingly, passed. Let this award be sent to the appropriate Government, as required under Section 17 of the Industrial Disputes Act, 1947, for publication.

Dated : November 26, 2018

A.C. DOGRA, Presiding Officer

नई दिल्ली, 18 दिसम्बर, 2018

का. आ. 29.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार प्रबंधन, केन्द्रीय बोर्ड ऑफ सिंचाई और पावर का प्रबंधन एवं उनके कर्मचारी के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय 1, नई दिल्ली के पंचाट (संदर्भ संख्या 101/2015) को प्रकाशित करती है जो केन्द्रीय सरकार को 29.11.2018 को प्राप्त हुए थे।

[सं. एल-42012/07/2015-आईआर (डीयू)]

राजेंद्र जोशी, उप निदेशक

New Delhi, the 18th December, 2018

S.O. 29.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No.101/2015) of the Central Government Industrial Tribunal-cum-Labour Court-1, New Delhi as shown in the Annexure, in the Industrial dispute between the employers in relation to the Management of Central Board Of Irrigation & Power, & Others, and their workmen which were received by the Central Government on 29.11.2018.

[No. L-42012/07/2015-IR (DU)]

RAJENDRA JOSHI, Dy. Director

ANNEXURE

IN THE COURT OF SHRI AVTAR CHAND DOGRA : PRESIDING OFFICER CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT No. 1, DWARKA COURTS COMPLEX : NEW DELHI

ID No. 101/2015

Shri Mohan Lal,
S/o. Late Shri Prabhu Dayal,
through Shri Vinay Kumar
Chamber No.B-93, BGS Block,
Tis Hazari Courts,
Delhi 110054

...Workman/Claimant

Versus

1. The Management of Central Board of Irrigation & Power,
Through its Secretary, Malcha Marg,
Chankypuri, New Delhi.
2. Ministry of Water Resources,
New Delhi -110001.Management

AWARD

This Award shall dispose of a reference which was made to this Tribunal by the appropriate Government vide letter No. L-42012/07/2015-IR(DU) dated 05.03.2015 under clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947(in short the Act) for adjudication of an industrial dispute, terms of which are as under:—

‘Whether the termination of Shri Mohan Lal s/o. Shri Prabhu Dayal, who was appointed by the management of Central Board of Irrigation & Power as Mali (attendant) on 23.3.2006 after the death of his father considering the request of appointment on compassionate grounds w.e.f. 1.5.2007 is illegal and unjustified and if so, what relief is the claimant to and what directions are necessary in this respect ?’

2. Both parties were put to notice and the claimant. The claimant Mohan Lal filed his statement of claim, with the averments that his father Shri Prabhu Lal was appointed by the Management on the post of Mali vide appointment letter dated 10/2/1982 and was a permanent employee. His father expired on 24/1/2005 due to heart-attack while on duty. After the death of Shri Prabhu Dayal, his son Mohan Lal through his mother Smt. Ram Pyari moved an application dated 12/4/2005 for appointment on compassionate grounds. The Management duly considered the said application & the claimant Mohan Lal was appointed as Attendant/Maali vide office order dated 12/10/2006 on temporary basis, initially for six months which period was extended time and again. It has been pleaded that the claimant had uninterrupted and unblemished service record to his credit. In the month of March,2007 instead of confirming the workman/claimant or giving him further extension, the Management started compelling him to work through contractor and when he refused to mark his attendance through the contractor, he was not being allowed by the Management to enter into the premises and even his salary for the month of April, 2007 was withheld. Ultimately services of the workman were terminated illegally by the Management w.e.f. 1/5/2007 without following the principle of natural justice, though he was working on a job of regular and permanent nature, which is continuing with the Management. A civil suit bearing CS No.786/13 was filed by the workman wherein liberty was granted to the workman vide order dated 10/9/2013 to approach the Labour Court against illegal termination. The workman is totally unemployed since his termination. As such action of the management in terminating the services of the workman amounts to unfair labour practice inasmuch as no notice or notice pay was given to him at the time of termination of his services. Prayer has been made for reinstatement of the workman into service with full back wages alongwith all consequential benefits.

3. The claim petition has been resisted by the Management No.1 who filed its written statement and took preliminary objections that the claim petition before this Tribunal is not maintainable as the Management No.1 is not an instrumentality of State or Central Government. There never existed any employer-employee relationship between the parties and that the claimant has not worked for 240 days in a calendar year and as such the claimant has no locus standi to file the present claim petition.. While denying the allegations of the claimant that his father Shri Prabhu Dayal was permanent employee of the Management, it has been alleged that father of the claimant was appointed w.e.f. 10/2/1983 only for six months but date of his death is not in the knowledge of the Management. It has been denied that the father of claimant namely Shri Prabhu Dayal was a permanent employee of the Management and that claimant could never be appointed against the permanent post. There was no permanent post of Maali in the establishment of the Management and accordingly, the claimant was engaged only on temporary basis for six months at a consolidated salary of Rs.4000/- per month. It has been denied that the salary for the month of April, 2017 has not been given to the claimant. Since the claimant was never a regular employee, as such question of termination of his services on any date did not arise. Prayer has been made for dismissal of the claim petition.

4. The claimant/workman filed rejoinder wherein he denied all the allegations made by the Management and reiterated his own case as set up in the claim petition.

5. On the pleadings of the parties, following issues were framed on 10/3/2016 :-

- Whether this Tribunal does not have jurisdiction/authority to decide the matter as alleged ?
- As in terms of reference ?

6. The Claimant in support of his case examined himself as W.W.1 and tendered his affidavit Ex.WW1/A alongwith documents Ex.WW1/1 to WW1/14.

7. On the other hand, the Management in order to rebut the case of the claimant examined one Shri P.P. Wahi, Director (IT) as MW1 who tendered his evidence by way of affidavit Ex.MW1/A alongwith documents Ex.MW1/1.

8. I have carefully gone through the evidence adduced on record by both the parties and have give my thoughtful consideration to rival contentions of the parties counsel.

Issue No.1 :—

9. Learned A/R for the Management No.1 vehemently argued that this Tribunal has no jurisdiction to entertain the claim petition since the Management No.1 -Board viz. Central Board of Irrigation & Power is not an instrumentality of State or Central Government rather it is a Society registered under the Societies Registration Act. She submitted that Hon'ble High Court vide order dated 18/9/2013 in W.P.() No.334/1998 and others writ petitions filed by the workers of the Management has held that the Board/Management No.1 is not an instrumentality of State under Article 12 of the Constitution of India, as the said Board is not performing public functions/public duties. As such, the reference is not legally maintainable.

10. Per-contra, learned A/R for the workman submitted that this Tribunal has all powers to adjudicate and decide the Reference which has been made by the Appropriate Government under the provisions of the Act and moreso the Management –Board being a registered Society is an “industry” as defined under Section 2(j) of the Act.

11. The workman/claimant was admittedly engaged by the Management No.1 – may be on temporary basis, on the job of Maali (Attendant) and this fact is also borne out from the documents Ex. Ex.WW1/6 (offer of appointment) and Ex.WW1/7 (letter of appointment) issued by the Management No.1. As such, the claimant is a workman, within the meaning of Section 2(s) of the Act. It is noteable that the definition of “workman does” not make any distinction between full time and part time employee or a person appointed on contract basis. There is nothing in the plain language of Section 2(s) from which it can be inferred that only person employed on regular basis or a person employed for doing whole time job is a workman and the one employed on temporary, part time or contract basis on fixed wages or as a casual employee or for doing duty for fixed hours is not a workman. Reference may be made to the decision of Hon'ble Supreme Court in the case of Davinder Singh Vs. Municipal Council Sanaur, AIR 2011 (SC 2532).

12. Just because the Management No.1-Board is a Society registered under the Societies Registration Act, it will be improper to say that it is not an “industry”. I may mention that the Hon'ble Apex Court in the case of Bangalore Water Supply & Sewage Board Vs. A. Rajappa AIR 1978 SC 548 dealt at length with the ambit and scope of expression “industry” as defined under Section 2(j) of the Act and held as under :—

- “(a) Where a complex of activities, some of which qualify for exemption, other not involves employees on the total undertaking some of whom are not “workman” as in the University of Delhi case (supra) or some departments are not productive of goods and services, if isolated, even then the predominant nature of the services and integrated nature of the departments as explained in the Corporation of Nagpur (supra) will be the true test. The whole undertaking will be “industry” although those who are not “workmen” by definition may not benefit by the statute.
- (b) Notwithstanding the previous clauses, sovereign functions strictly understood (alone) qualify for exemption, not the welfare activities or economic adventures undertaken by the Government or Statutory bodies.
- (c) Even in departments discharging sovereign functions, if there are units which are industries and they are substantially severable, they can be considered to come within Section 2(j).
- (d) Constitutional and competently enacted legislative provisions may well remove from the scope of the Act, categories which otherwise may be covered thereby
- (e) We overrule Safdarjung (supra), Solicitors’ case(supra), Gymkhana (supra, Delhi University (supra) Dhanrajgiri Hospital (supra) and other ruling whose ratio run counter to the principles enunciated above and Hospital Mazdoor Sabha (supra) is hereby rehabilitated.”

13. In view of the law enunciated by the Apex Court, as discussed above, I am of the considered view that Management No.1-Board is an “industry” within the definition of Section 2(j) of the Act qua the claimant/workman who was simply working as Maali (Attendant).

14. I may mention that since Delhi is a Union Territory, the reference for adjudication of Industrial Dispute can be made either by the Central Government or by the State Government in terms of Rule 2(f) of the Industrial Disputes (Central) Rules, 1957. To this view I am fortified with the decision in the case of Kanhaiya Lal Vs. Union of India, 2007 (113) FLR 770. Furthermore, the nomenclature of the Management No.1 viz. Central Board of Irrigation & Power (CBIP) is such that even a prudent man may think it is an institution of the Government. A “workman” doing a mineal job is not expected to exactly know the intracacies about the constitution of the Management Board or to exactly know as

to whether it is simply a Society under the Societies Registration Act or the department/establishment of the Government. It is a matter of record that in the civil suit filed by the claimant herein, the Management had taken a preliminary objection about the maintainability of the civil suit and the said suit was disposed by learned Civil Judge, granting liberty to the claimant to approach the Labour Court. Thereafter the claimant had approached the Conciliation Officer and the proceedings before the said forum culminated into the present reference. Law is well settled that when a reference has been received by the Industrial Tribunal from the Appropriate Government, it has to decide such a reference on merits. The Tribunal can not go into the validity of the reference. Furthermore, in the instant case, the Management No.2 viz. Ministry of Water Resources, Govt. of India, New Delhi has also been impleaded as a party to the claim petition and the said Ministry is functioning under Government of India.

15. In view of the aforesaid discussion coupled with the fact that the claimant is "workman" & the Management is an "industry" within the definitions as provided in the Act, this Tribunal is of the considered view that the present reference having been made to this Tribunal by the appropriate Government is legally maintainable and that this Tribunal has got jurisdiction to decide the matter in accordance with law. This issue is accordingly decided in favour of the claimant and against the Management No.1.

Issue No.2 :—

16. From the pleading of the parties and evidence adduced on record, particularly the documents Ex.WW1/6 (offer of appointment) and Ex.WW1/7 (letter of appointment) issued by the Management No.1, it is evident that the claimant Miohan Lal was appointed by Management No.1 purely on temporary basis as Attendant (Mali) for a period of six months w.e.f. 29/9/2006 to 28/3/2017 on a consolidated salary of Rs.4000/- per month, with reference to his application dated 22/3/2006 for employment on compassionate grounds after the death of his father Shri Prabhu Dayal. It was stipulated in the said Offer of appointment (Ex.WW1/6) that the appointment is on purely temporary basis for a period of 6 months initially. Further extension may be considered subject to satisfactory performance and pursuant thereto, appointment letter Ex. WW1/7 was issued. Ex.WW1/8 is the copy of the identity card of Shri Prabhu Dayal showing that he was working as Head Mali with the Management No.1 prior to his death. The said identity card has been issued on 1/4/2004 and was valid upto 31/8/2017. Ex.WW1/10 is the copy of pay slip of the said Shri Prabhu Dayal for the month of November, 2004. In the light of documents Ex.WW1/8 & Ex.WW1/0, it does not lie in the mouth of the Management No.1 to allege that Shri Prabhu Dayal – father of the claimant was not its permanent employee and that the claimant could never be appointed on compassionate ground. Factum of death of Shri Prabhu Dayal on 24/1/2005 is proved from the death certificate Ex.WW1/9. Undisputedly the claimant started working with the Management w.e.f. 29/9/2016 though appointment letter Ex.WW1/7 was issued on 12/10/2006 for a period of six months upto 28/3/2017. MW1 PP Wahi – witness of the Management stated in his cross examination that the claimant worked with the Management from 12/10/2006 to March, 2007. The claimant has specifically pleaded and deposed in his affidavit Ex.WW1/ A that in the month of March, 2007 instead of confirming or giving him further extension, the Management started compelling him to work through contractor and the Management also did not allow him to mark his attendance and even his salary for the month of April, 2007 was withheld. Ultimately his services were terminated illegally by the Management w.e.f. 1/5/2007 without following the principle of natural justice, though he was working on a job of regular and permanent nature, which is continuing with the Management.

17. Even if version of the claimant is accepted in toto, it can be summarised that the workman/claimant worked with the Management only for a limited period i.e. from 29/9/2006 to 30/4/2007. Thus, it is very much evident that the claimant had not at all rendered continuous service of 240 days in any calendar year or in preceding 12 months from the date of his disengagement/ alleged illegal termination/retrenchment on 1/5/2007 As such, provisions of Section 25-F of the Act are at all not attracted in this case.

18. It is undisputed fact that the workman was working as Attendant/Maali with the Management. MW1 Shri PP Wahi has admitted in his cross examination that at present they have engaged an attendant through Private Contractor which shows that the job of the claimant to which was working was/is of a regular and perennial nature. The Management has not adduced any evidence on record to show that his services were discontinued either as a punishment inflicted upon him or due to unsatisfactory performance of the claimant. As such, this Tribunal has no hesitation to hold that non-engagement of the claimant with effect from 1/5/2007 amounts to retrenchment.

19. Although the workman was working on daily wage basis and had not completed 240 days in any calendar year prior to his disengagement/ retrenchment on 1/5/2007, yet it was imperative upon the Management to comply with the provisions of Section 25-G of the Act i.e. to say to apply the principle of "last in, first out/go" (LIFO method) while retrenching/terminating the services of the workmen concerned. For the purpose of applying the aforesaid principle as required under Section 25-G of the Act, the Management was required to maintain a list of all such workers whether employed on a daily wage basis or otherwise for short periods of time, so as to ascertain as to who (workman) was/is required to be retrenched first and so on if circumstances so warrant. It is evident from the testimony of MW1 PP Wahi that at present the Management has engaged an attendant through Private Contractor. This shows that the Management retrenched the services of the workman/claimant in violation of the provisions of Section 25-G of the Act. As such, the action of the Management in terminating/retrenching the services of workman w.e.f. 1/5/2007 can not be held to be legal and justified.

20. Now the crucial question for consideration is whether the claimant is entitled to any incidental relief of payment of back wages and/or reinstatement of service. The claimant in the pleading as well as in his testimony has stated that he is unemployed since after his termination. The Management has not adduced any evidence to show that the claimant is gainfully employed somewhere else or that he is in a position to make his both ends meet by doing any work. Even if it

is assumed that the claimant is doing some intermittent or adhoc work to make his both ends meet, that would not itself amount to gainful employment. **But at the same time this Tribunal can not ignore the fact that the workman was just working on casual/temporary basis as Attendant/Maali and has worked with the Management only for about six months or so.** Latest trend itself discernable from the various pronouncements made by the Hon'ble Apex Court is that when a person has been engaged on daily wage basis or for doing temporary kinds of work, in that situation full back wages are not to be awarded. There are number of factors which are required to be considered by the Tribunal while considering the question of reinstatement with back wages.

21. Hon'ble Apex Court in the matter reported as **Jaipur Development Authority Versus Ramasahai, (2006) 11 SCC 684** observed as under :-

“However, even assuming that there had been a violation of Section 25-G and 25-H of the Act, but the same by itself, in our opinion, would not mean that the Labour Court should have passed an award of reinstatement with entire back wages. This Court time and again has held that the jurisdiction under Section 11-A must be exercised judiciously. The workman must be employed by State within the meaning of Article 12 of the Constitution of India, having regard to the doctrine of public employment. It is also required to recruit employees in terms of the provisions of the rules for recruitment framed by it. The respondent had not regularly served the appellant. The job was not of perennial nature. There was nothing to show that he, when his services were terminated, any person who was junior to him in the same category, had been retained. His services were dispensed with as early as in 1987. It would not be proper to direct his reinstatement with back wages. We, therefore, are of the opinion that interest of justice would be subserved if instead and in place of reinstatement of his services, a sum of Rs. 75,000/- is awarded to be respondent by way of compensation as has been done by this Court in a number of its judgements..”

22. It has been held in the case of **Hari Nandan Prasad Vs. Food Corporation of India (2014) 7 Supreme Court cases 190** as under :-

“Relief by way of reinstatement with back wages is not automatic and may be wholly inappropriate in a given fact situation even though the termination of an employee is in contravention of the prescribed procedure. Compensation instead of reinstatement has been held to meet the ends of justice. An order of retrenchment passed in violation of Section 25-F although may be set aside but an award of reinstatement should not, however, automatically passed. The award of reinstatement with full back wages in a case where the workman has completed 240 days of work in a year preceding the date of termination, particularly daily wages has not been found to be proper by the Supreme Court and instead compensation has been awarded. The Supreme Court has distinguished between a daily wager who does not hold a post and a permanent employee. The reasons for denying the relief of reinstatement in such cases are obvious. It is trite law that when the termination is found to be illegal, because of non payment of retrenchment compensation and notice pay as mandatorily required under Section 25-F of the Industrial Disputes Act, even after reinstatement, it is always open to the management to terminate the services of that employee by paying him the retrenchment compensation.”

23. Having regard to the recent judicial trends and duration of service rendered by the claimant, an amount of Rs.1 lakh (Rupees One Lakh) appears to be just and reasonable, and the same is payable to the claimant herein by the Management. In case this compensation amount is not paid within two months from the date of publication of this Award, then the claimant will be entitled to recover the same alongwith interest @ 6% per annum from the date of award till realization. Award is passed accordingly.

Dated :28.11.2018

AVTAR CHAND DOGRA, Presiding Officer

नई दिल्ली, 18 दिसम्बर, 2018

का. आ. 30.—ओद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार प्रबंधन, मैसर्स एडीईसीसीओ इंडिया प्राइवेट लिमिटेड और अन्य एवं उनके कर्मचारी के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुवंध में निर्दिष्ट ओद्योगिक विवाद में केन्द्रीय सरकार ओद्योगिक अधिकरण एवं श्रम न्यायालय, 1 नई दिल्ली के पंचाट (संदर्भ संख्या 144/2015) को प्रकाशित करती है जो केन्द्रीय सरकार को 29/11/2018 को प्राप्त हुए थे।

[सं. एल-42012/118/2015-आईआर (डीयू)]

राजेंद्र जोशी, उप निदेशक

New Delhi, the 18th December, 2018

S.O. 30.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No.144/2015) of the Central Government Industrial Tribunal-cum-Labour Court-1, New Delhi as shown in the Annexure, in the Industrial dispute between the employers in relation to the Management, M/s. ADECCO Indian Pvt. Ltd., and others, and their workmen which were received by the Central Government on 29.11.2018.

[No. L-42012/118/2015-IR (DU)]

RAJENDRA JOSHI, Dy. Director

ANNEXURE

IN THE COURT OF SHRI AVTAR CHAND DOGRA : PRESIDING OFFICER CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT No.1, DWARKA COURTS COMPLEX : NEW DELHI

ID No. 144/2015

Shri Vishwa Mohan Das
S/o. Shri Vishwa Nandan Das,
A-92, Okha Phase II,
New Delhi 110020.

... Workman/Claimant

Versus

1. The Management

M/s. ADECCO Indian Pvt. Ltd.
Plot No.11, G Block, Hauz Khas Market, 3rd Floor,
New Delhi 110016.

2. The Management,

M/s. Sistema Shyam Teleservices Ltd. (MTS),
A-194, Okhla Phase-I,
New Delhi 110020.

...Management

AWARD

This award shall dispose of a reference which was made to this Tribunal vide letter No. L-42012/118/2015-IR(DU) dated 17.06.2015 under clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947(in short the Act) for adjudication of an industrial dispute, terms of which are as under :—

‘Whether the services of the workman Shri Vishwa Mohan Das s/o. Shri Vishwa Nandan Das has been terminated illegally and/or unjustifiably by the management and if so, to what relief is the workman entitled and what directions are necessary in this respect ?’

2. Parties to the dispute were put to notice and the claimant/workman, Vishwa Mohan Das filed his statement of claim, with the averments that the workman was working as Marketing Boy with the Management w.e.f. 15/11/2013 and his last drawn wages were Rs.10500/- . He was working with honesty and sincerity, He was appointed for one year as per agreement but his services without any notice or charge-sheet were terminated illegally by the Management on 18/1/2014. Claimant is entitled for wages of 10 months as per agreement. A demand letter dated 20/3/2014 was sent by him to the Management but to no response. Then he approached the Conciliation Officer but to no avail. It has been alleged that the Management had got his signatures on blank papers in illegal manner. It has been stated that the workman is unemployed and has no source of income since the date of his illegal termination, though he made efforts to find out the job. Prayer has been made for reinstatement into service with full back wages and all facilities w.e.f. 18/1/2014.

3. Management No.1 M/s Adecco India Pvt. Ltd. resisted the claim of the claimant and filed written statement mainly on the grounds that workman was selected for the post of Enterprise-DST on fixed term contract and he was deputed with the Management No.2 and after joining on 15/11/2013, the workman worked till 16/1/2014, though contract period was one year only. The Management No.1 issued a letter dated 22/1/2014 to the workman for not attending his duties and abandonment of job. Services of the workman were never terminated and he had not worked for 240 days and as such he had not attained the status of a regular employee nor had derived any status or lien to the said post. The Management No.1 had paid amount of Rs.5027/- through ECS transfer to his bank account for the period of services rendered by the claimant. This is a case of abandonment of services by the claimant himself and as such the claim petition is not maintainable. Prayer has been made for dismissal of claim petition.

4. Management No.2 also resisted the claim of the claimant and it has stated in the written statement that there was no relationship of employer and employee between the Management No.2 and the claimant, as he was the employee of Management No.1 with whom there was a contact by Management No.2 for deploying the employees at the

establishment of Management No.2 The claim petition is wrong and false and liable to be dismissed being devoid of any merits

5. The claimant filed rejoinder wherein he denied all the allegations as made in the written statements and reiterated his own case as set up in the claim petition.

6. On the pleadings of the parties, following issues were framed on 30/5/2016 :-

1. Whether the claim petition /reference is not maintainable against Management No.2 and there is no relationship of employer & employee between the Management and the workman ?
2. As in terms of reference ?

7. The Claimant/workman in support of his case examined himself as W.W.1 and tendered his affidavit Ex.WW1/A alongwith documents Ex.WW1/1 to WW1/5. On the other hand, Management No.2 examined one Shri P.L.Saini as M2W1 who tendered his evidence by way of affidavit Ex.M2W1/A and relied on documents Ex.M2W1/1 to Ex.M2W1/6. However, Management No.1 did not examine any witness and the case was proceeded ex parte against it vide order dated 16/5/2018.

8. I have heard authorised representatives of the claimant as well as of Management No.2 and have gone through the records carefully. My findings on the above issues are as follows

Issue No. 1.:

9. The testimony of the workman vide his affidavit Ex.WW1/A is in line and in conformity with the averments made in the claim petition. Neither in his pleadings nor in the affidavit Ex.WW1/A, the claimant has clearly mentioned as to who was his employer. He has vaguely stated that he was working as Marketing Boy with the Management w.e.f. 15/11/2013 and his services were illegally terminated by the Management on 18/1/2014. However, he admitted in his cross examination that he was appointed by M/s Adecco Flexion Workforce Solutions Pvt.Ltd. and he never protested against the terms & conditions of his letter of appointment Ex.WW1/1. He was paid an amount of Rs.9382/- per month by M/s. Adecco Flexion Workforce Solutions Pvt.Ltd. as wages. Ex.WW1/M-2 and M-3 are the salary slips issued by Adecco Flexion Workforce Solutions Pvt.Ltd.. He also admitted that there was no relationship of employer and employee between Management No.2 and himself.

10. It is worthwhile to mention here that there can not be two employers of a workman. Since the appointing authority as well as paying authority of the workman/claimant was Management No.1 - M/s Adecco Flexion Workforce Solutions Pvt. Ltd., it stands proved on record that there was no relationship of employer and employee between Management No.2 and the workman/claimant. As such, the claim petition against Management No.2 is not maintainable. Accordingly, this issue is decided against the claimant.

Issue No.2 :

11. Now the crucial question arises for consideration is whether the services of the claimant were illegally terminated by the Management No.1 as alleged by the claimant,, or whether the claimant had himself abandoned the services, as alleged by the Management No.1. WW1/1 is the letter of appointment dated 15/11/20113 issued by Management No.1 wherein it has been stipulated that the term of employment of the workman/claimant was for a period of twelve months from the date of his joining and **that the contract was terminable by either party giving 15 (fifteen) days' notice in writing or salary in lieu of notice to the other party.** The claimant has specifically stated that his services were illegally terminated by the Management on 18/01/2014 without any notice or charge-sheet. In cross examination he denied the suggestion that he was issued a letter dated 22/1/2014 by Management No.1 that he was absconding from duties.

12. The Management No.1 has not led any evidence to show that it was the claimant who himself had absconded from duties. Though it has been alleged in the pleadings that the Management NO.1 had duly issued a letter dated 22/1/2014 to the workman for not attending his duties and abandonment of job, however no such letter has been filed or proved on record by the Management No.1. Even no witness has been examined by the Management No.1 to prove its case. As such, the version of the claimant that his services were illegally terminated by the Management on 18/1/2014 without any notice or charge-sheet is accepted. There is nothing on record to suggest that Management No.1 had paid retrenchment benefits to the claimant in terms of the provisions of Section 25-F of the Act.

13. There is long line of decisions of Hon'ble Apex Court as well as of various High Courts that provisions of Section 25-F of the Act are mandatory in nature and termination of the workman from services in derogation of the provisions of Section 25-F of the Act will render action of the Management Bank to be illegal and void under the law.

14. Since there is no evidence on record that any valid notice was issued by the Management to the workman at the time of termination or in lieu of such notice, any compensation was paid to him, as such action of the Management No.1 in terminating the services of the workman is held to be illegal and void.

RELIEF :

15. Now the residual question arises for consideration is as to what relief the claimant is entitled to. As discussed above, It has been proved on record that claimant worked with the Management No.1 only for two months ie. from 15/11/2013 to 16/1/2014. There is no show cause notice or memo issued to the claimant/workman by the Management No.1 though it was also stipulated in the letter of appointment Ex.WW1/1 issued by Management No.1 and was binding on it. There is nothing on record to suggest that job of the claimant was on permanent basis or that he was given any regular post by the Management No.1. There are number of factors which are required to be considered by the Tribunal while considering the question of reinstatement with back wages. It has been held in the case of Hari Nandan Prasad Vs. Food Corporation of India (2014) 7 Supreme Court cases 190 as under :-

“Relief by way of reinstatement with back wages is not automatic and may be wholly inappropriate in a given fact situation even though the termination of an employee is in contravention of the prescribed procedure. Compensation instead of reinstatement has been held to meet the ends of justice. An order of retrenchment passed in violation of Section 25-F although may be set aside but an award of reinstatement should not, however, be automatically passed. The award of reinstatement with full back wages in a case where the workman has completed 240 days of work in a year preceding the date of termination, particularly daily wages has not been found to be proper by the Supreme Court and instead compensation has been awarded. The Supreme Court has distinguished between a daily wager who does not hold a post and a permanent employee. The reasons for denying the relief of reinstatement in such cases are obvious. It is trite law that when the termination is found to be illegal, because of non payment of retrenchment compensation and notice pay as mandatorily required under Section 25-F of the Industrial Disputes Act, even after reinstatement, it is always open to the management to terminate the services of that employee by paying him the retrenchment compensation.”

15. Having regard to the recent judicial trends and duration of service rendered by the claimant, an amount of Rs.1 lakh (Rupees One Lakh) appear to be just and reasonable, and the same is payable to the claimant herein by the Management No.1. Award is passed accordingly.

Date : 28.11.2018

AVTAR CHAND DOGRA, Presiding Officer

नई दिल्ली, 18 दिसम्बर, 2018

का. आ. 31.—ओद्योगिक विवाद अधिनियम 1947(1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मेसर्स आयुक्त, नगर निगम दिल्ली और अन्य एवं उनके कर्मचारी के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट ओद्योगिक विवाद में केन्द्रीय सरकार ओद्योगिक अधिकरण एवं श्रम न्यायालय, 1 नई दिल्ली के पंचाट (संदर्भ संख्या 182/2012) को प्रकाशित करती है जो केन्द्रीय सरकार को 19.11.2018 को प्राप्त हुए थे।

[सं. एल-42012/11/2012-आईआर (डीयू)]

राजेंद्र जोशी, उप निदेशक

New Delhi, the 18th December, 2018

S.O. 31.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No.182/2012) of the Central Government Industrial Tribunal-cum-Labour Court-1, New Delhi as shown in the Annexure, in the Industrial dispute between the employers in relation to the Commissioner, Municipal Corporation Delhi, and others, and their workmen which were received by the Central Government on 19.11.2018.

[No. L-42012/11/2012-IR (DU)]

RAJENDRA JOSHI, Dy. Director

ANNEXURE

BEFORE PRESIDING OFFICER: CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT No. 1: ROOM No.511, DWARKA COURT COMPLEX, SECTOR 10, DWARKA, DELHI – 110 075**ID No.182/2012**

The General Secretary,
 Municipal Employees Union,
 Aggarwal Bhawan, G.T. Road,
 Tis Hazari, Delhi – 110 054

...Workman

Versus

The Commissioner,
 Municipal Corporation of Delhi,
 Town Hall, Chandni Chowk,
 Delhi – 110 006

...Management

AWARD

A reference was received by this Tribunal under section 10(2)(a) read with clause 1(d) of the Industrial Disputes Act, 1947 from the appropriate Government vide letter No.L-42012/11/2012-IR(DU) dated 09.12.2012 with following terms of reference:

'Whether the action of the management of Municipal Corporation of Delhi, in not regularizing the services of Shri Anil Kumar & 6 other workmen working for last 14-15 years is fair and justified ? If not, what relief the workmen are entitled to?"

2. It is clear from the statement of claim that four workmen, as per details given hereunder, were appointed by Municipal Corporation of Delhi (management) :

Sl. No.	Name and Father's Name (S/Shri)	Desig-nation	Date of Appointment	Present place of posting
1	Anil Kumar S/o Shri Jagi Ram	Safai Karamchari	12.02.1996	DEMS, Rohini Zone, Zonal Office
2	Rajesh Kumar S/o Shri Jai Kishan	Safai Karamchari	01.02.1996	DEMS, Rohini Zone, Zonal Office
3	Rajender Kumar S/o Shri Dharam Pal	Safai Karamchari	28.09.1995	DEMS, Rohini Zone, Zonal Office
4	Ashu S/o Shri Prem Chand	Safai Karamchari	15.04.1994	DEMS, Rohini Zone, Zonal Office
5.	Sanjeev S/o Shri Brahm Ram	Safai Karamchari	23.09.1994	DEMS, Rohini Zone, Zonal Office
6.	Jagbir Singh S/o Shri Mahender Singh	Safai Karamchari	16.09.1994	DEMS, Rohini Zone, Zonal Office
7.	Joginder Kumar S/o Shri Kanwar Singh	Safai Karamchari	01.12.1997	DEMS, Rohini Zone, Zonal Office

3. Averments, as contained in the statement of claim, are that the workmen were taken on the job as daily rated/muster roll workers and their wages were also revised from time to time under the Minimum Wages Act, while their counterparts doing the identical work, were treated as regular employees. Workmen herein were discharging their services with the management with unblemished and uninterrupted record of service. Workmen herein were supposed to have been regularized in service from the date of initial date of joining but the management has only regularized them since the dates mentioned in para 2 above.

4. Non regularization of services of the workman from the date of joining on the basis of on the post of safai karamchari in proper pay scale alongwith allowances and non payment of salary to which the workmen are entitled on the principle of equal pay for equal work is totally unjust and malafide and amounts to unfair labour practice. The action of the management is in violation of Article 14, 16 and 39(d) of the Constitution of India.

5. It is alleged that the management has not framed any rules or regulation nor got it passed by UPSC nor noticed in the official gazette for governing conditions of muster roll workers/part time seasonal workmen. Model Standing Orders under the Industrial Employment (Standing Orders) Act, 1946 are applicable to the workmen herein. Workmen herein have not acquired status of a permanent employee from the initial date of their respective joining into the employment after completing 90 days of continuous days of employment as provided under Model Standing Orders. Even otherwise, claimants have acquired status of permanent employee after completing 240 days of continuous employment on regular basis as has been held by the High Court of Delhi in the case of Harish Kumar Vs. Registrar, Delhi High Court.

6. The workman also served demand notice upon the management vide communication dated 18.11.2009, which was duly received management and it is presumed that the same was rejected due to adamant and non-cooperative attitude of the management. Finally, prayer has been made for regularization of services of the workmen on the post of driver with retrospective effect from the date of their initial joining with the management.

7. Case was contested by the management, who filed written statement thereto, taking various preliminary objections, inter alia that the dispute has not been espoused, no demand notice has been served and reference has been made in a mechanical manner without due application of mind. On merits, it has been denied that the workmen herein are supposed to be regularized since their initial dates of joining. Management has its own policy of regularization, i.e. subject to availability of post and funds. Management has regularized services of the workmen in a phased manner policy of regularization adopted by the management. As such, the workmen herein are not entitled for regularization from the date of their initial engagement.

8. Against this factual background, this Tribunal vide order dated 19.07.2013 framed the following issues on the basis of pleadings of the parties:

- (i) Whether the dispute has not acquired status of industrial dispute for want of espousal?
- (ii) Whether dispute is bad for want of service of demand notice on the management?
- (iii) Whether regularization of S/Shri Anil Kumar, Rajesh Kumar, Rajender Kumar, Ashu, Sanju and Jagbir Singh from respective dates mentioned in para 6 of the written statement frustrates their claim?
- (iv) As in terms of reference

9. Claimant, in support of its case, examined S/Shri Anil Kumar, whose affidavit is Ex.WW1/A and he also tendered in evidence documents Ex.WW1/1 to Ex.WW1/8. The claimants also examined S/Shri Ashu, Jagbir Singh, Joginder Singh, Sanjeev, Rajender Kumar, Rajesh Kumar and Surender Bhardwaj as WW2 to WW8 and also tendered in evidence Ex.ww2/1, Ex.WW3/1 to Ex.WW3/4, Ex.WW4/1 to Ex.WW4/4, Ex.WW5/1, Ex.WW6/1 to Ex.WW6/3 and Ex.WW7/1 to Ex.WW7/3 respectively. WW2 to WW7 also relied on documents Ex.WW1/1 to WW1/8. WW8 relied on document Ex.WW1/5. I shall be advertizing to them in the subsequent paras while drawing my conclusion.

10. Management, was given several opportunities to adduce evidence to rebut the case of the claimant. However, management failed to adduce any evidence. Vide order dated 12.04.2018, evidence of the management was closed by the orders of this Tribunal.

11. I have heard Shri Abhinav Kumar, A/R for the claimant and Shri Madan Sagar, A/R for the management. I have given my careful considerations to the arguments advanced at the bar and cautiously perused the record. My findings on issues involved in the controversy are as follows

Issue No.1 & 2

12. It is clear from the preliminary objections taken in the written statement by the management that the management has raised objection that no demand notice has been served upon the management nor the MCD General Mazdoor Union has any locus standi to raise the present dispute as the union is not a recognized union of the management. To my mind, there is no requirement of law that a dispute can be raised only by a recognized union. In this regard, it is appropriate to refer to the judgement of the Hon'ble Apex Court in the case of State of Bihar Vs. Kripa Shankar Jaiswal (AIR 1961 (2) SC Report 1) wherein also objection was taken on behalf of the management that the union was not a registered under the Trade Union Act on the date of the settlement and said plea was rejected by observing as under:

‘Held, that for a dispute to constitute an industrial dispute it is not a requisite condition that it should be sponsored by a recognized union or that all the workmen of an industrial establishment should be parties to it. A settlement arrived at in course of conciliation proceedings falls within Section 18(3)(a) and (d) of the Industrial Disputes Act and as such binds all the workmen though an unregistered union or only some of workmen may have raised the dispute. The absence of notice under Section 11(2) by the Conciliation Officer does not affect the jurisdiction of the conciliation officer and its only purpose is to apprise the establishment that the person who is coming is the conciliation officer and not a stranger. Any contravention of Section 12(6) in not submitting the report within 14 days may be a breach of duty on the part of the conciliation officer ; it does not affect the legality of the proceedings which terminated as provided in Section 20(2) of the Act.’

13. Equally merit-less is the plea taken by the management that the present dispute is not sponsored or espoused by substantial number of workmen. It is fairly settled position in law that even non-espousal of a case by the union would not deprive the workman of the relief to which the workman is otherwise entitled under the law. Such view appears to have been taken in the case of Nazrul Hassan Siddiqui vs. Presiding Officer, Industrial cum Labour Court Bombay (1997) Lab.I.C. 1807. In the above cited case also contention was raised by the management that the dispute does not fall within the definition of ‘industrial dispute’ and the same has not been referred or supported by substantial section of workmen. High Court rejected the plea of the management by placing reliance upon the decision of the Hon'ble Supreme Court in the case of Associated Cement Companies Ltd. (AIR 1960 SC 777), which it was observed as under:

‘We have already noticed that an industrial dispute can be raised by a group of workmen or by a union even though neither of them represent the majority of the workmen concerned; in other words, the majority rule on which the appellant's construction of Section 19(6) is based is inapplicable in the matter of the reference under

Section 10 of the Act. Even a minority group of workmen can make a demand and thereby raise an industrial dispute which in a proper case would be referred or adjudication under Section 20.'

14. It is further clear that from the affidavit filed by Shri Surender Bhardwaj, Ex.WW8/A that workmen herein had approached their union for redressal of their grievance as is clear from para 2 of the affidavit. Consequently, a resolution was passed in the meeting of the union held on 04.11.2009, copy of which is Ex.WW1/5, which clearly shows that the case of the workman was espoused by the Municipal Employees Union. There is no cross examination of any of the witness examined by the workmen herein on the point of espousal by the management nor the management has whispered even a single word in their affidavit Ex.MW1/A regarding non-espousal of the case. It is, thus, clear from recital contained in the affidavit as well as Ex.WW1/11 that the case of the workman herein was espoused by the union. It has been held by the Hon'ble High Court in the cases of Management of M/s Hotel Samrat Vs. Government of NCT of Delhi (2007 (136) DLT 290) that the workmen are simply to allege and prove that they have raised their grievance through their union and the expression espousal simply means that the dispute of the workman is adopted by the union as its own dispute or a large number of workmen have given their support to the case of the individual workman so involved in such dispute.

15. In view of the ratio of the judgement discussed above, it is clear that espousal of a dispute by majority members of the union is not sine qua non for adjudication of such dispute in terms of Section 10 of the Act. Accordingly, it is held that issue No.(i) and (ii) is decided in favour of the workman and against the management.

Issue No.(iii) and (iv)

16. Now, the next question is whether the workmen herein are entitled for regularization with retrospective effect, i.e. from the date of their initial appointment as per model standing orders. In this regard, it is appropriate to refer to the statements of WW1 to WW7 and affidavits of the workmen herein are on the same lines as the averments contained in the claim statement and it clearly shows that the workmen, WW1 to WW7 are continuously discharging their duties with the management since the date of their respective dates of joining of services with the management. Management has regularized services of the workmen, as stated in para 2 above, whereas regularization of services of the workman was to be from the date of their initial engagement or joining. It was strongly urged on behalf of the workmen that they are performing the same duties which their regular counterparts are performing and there is substantial difference in their salary of such daily rated workers vis-à-vis regular safai karamcharis employed by the management.

17. It is clear from perusal of Ex.WW1/1 that the workmen have approached the management against the non-regularization of their services and non-payment of difference in their salary. There is specific reference in the above letter to the case of Harish Kumar Vs. Registrar, Delhi High Court which deals with disparity in the salary of workmen. Further Ex.WW1/3 is acknowledgement of the said letter. Ex.WW1/M2, Ex.WW2/M2 and Ex.WW3/M2 are the letter of regularization of Shri Anil Kumar, Shri Ashu and Shri Jagbir Singh.

18. Now, question which arises for consideration is whether the workmen herein are entitled for regularization of their services from the dates of their initial date of appointment or whether they are entitled for equal pay which their regular counterparts are getting in the management. Reliance was placed upon the case titled 'Umrala Gram Panchayat Vs. The Secretary, Municipal Employees Union (MANU/SC/0354/2015)'. In this case also, workmen were appointed initially as casual/daily wage workers and later on their services were regularized from different dates in an arbitrary manner without following any policy. Claim of the workman was upheld by the Hon'ble High Court by observing as under:

'It is an admitted fact that the work which was being done by the concerned workmen was the same as that of the permanent workmen of the appellant- Panchayat. They have also been working for similar number of hours, however, the discrepancy in the payment of wages/salary between the permanent and the non-permanent workmen is alarming and the same has to be construed as being an unfair labour practice as defined under Section 2(ra) of the ID Act r/w Entry No.10 of the Fifth Schedule to the ID Act, which is prohibited under Section 25(T) of the ID Act. Further, there is no documentary evidence produced on record before the Labour Court which shows that the present workmen are working less or for lesser number of hours than the permanent employees of the appellant-Panchayat. Thus, on the face of it, the work being done by the concerned workmen has been permanent in nature and the Labour Court as well as the High Court have come to the right conclusion on the points of dispute and have rightly rejected the contention of the appellant-Panchayat as the same amounts to unfair labour practice by the appellant-Panchayat which is prohibited under Section 25(T) of the ID Act and it also amounts to statutory offence on the part of the appellant under Section 25(U) of the ID Act for which it is liable to be prosecuted.'

Further, Section 25(T) of the ID Act clearly states that unfair labour practice should not be encouraged and the same should be discontinued. In the present case, the principle "equal work, equal pay" has been violated by the appellant-Panchayat as they have been treating the concerned workmen unfairly and therefore, the demand raised by the respondent-Union needs to be accepted. The High Court has thus, rightly not interfered with the Award of the Labour Court as the same is legal and supported with cogent and valid reasons.

In view of the reasons stated supra and in the light of the facts and circumstances of the present case, we hold that the services of the concerned workmen are permanent in nature, since they have worked for more than 240 days in a calendar year from the date of their initial appointment.'

19. Similarly, in *Union of India vs. Dineshan K.K. (MANU/SC/0395/2008)* where the question of equal pay for equal work was considered and similar view was taken by holding that having due regard to the constitutional mandate of equality and inhibition against discrimination in Article 14 and 16 of the Constitution. AS such, workmen are entitled for equal pay when they were performing similar kind of work.

20. Yet again in the case of *Union of India Vs. Rajesh Kumar Gond (MANU/SC/0769/2013), MCD vs. Ram Milan (MANU/DE/3969/2015)* and *MCD Vs. Smt. Krishna (MCD/DE/3966/2009)* consistent view has been taken by the Hon'ble Apex Court and High Court on the principle of equal pay for equal work which have been applied in a catena of decisions, workmen were held to entitled to the same pay and allowances with their counterparts performing similar duties 19. There is no merit in the contention of the management that the workmen herein are not entitled for regularization with retrospective date on the grounds that as and when post falls vacant, workmen are regularized. Regularization is not done till seniority list of such workmen is prepared. Learned A/R for the management could not cite any policy of regularization so as to support his submission. Hon'ble High Court in the case of *MCD Vs. Ram Milan (Manu/DE/3979/2015)* has dealt with the question of regularization wherein workman was working as chowkidar since 1987. Plea of the management that the workman was only employed on casual basis when there was no regular workman, as such, he was not entitled for salary of regular workman as well as regularization was turned down by the Hon'ble High Court by placing reliance on a number of cases. It was also observed that the workman in that case was performing same duties which permanent workmen were performing. He was also working for similar number of hours. However, there was discrepancy in the payment of wages/salary between the permanent and non-permanent workmen, which was quite alarming. Accordingly, it was held that the workmen have worked for 240 days in a calendar year from the date of their initial appointment, which is clear from the evidence on record, as such the management was legally required to make services of such workers permanent.

21. In view of the ratio of the law discussed above in the various rulings relied upon by the workmen, it is held that the workmen herein are entitled for regularization of their services like their other counterparts whose services have been regularized by the management. Action of the management in not regularizing services of Shri Anil Kumar and 6 other workmen is held to be neither legal nor justified. It is, further, held that the workmen herein, S/Shri S/Shri Anil Kumar, Ashu, Jagbir Singh, Joginder Singh, Sanjeev, Rajender Kumar, Rajesh Kumar are entitled for entire difference of salary on the principles of equal pay for equal pay, alongwith all consequential benefits from the date of their initial appointment. An award is accordingly passed. It be sent to the appropriate Government, as required under Section 17 of the Industrial Disputes Act, 1947, for publication.

Date : 15.11.2018

A.C. DOGRA, Presiding Officer

नई दिल्ली, 18 दिसम्बर, 2018

का. आ. 32.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मेसर्स आयुक्त, नगर निगम दिल्ली एवं उनके कर्मचारी के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, 1 नई दिल्ली के पंचाट (संदर्भ संख्या 195/2012) को प्रकाशित करती है जो केन्द्रीय सरकार को 22.10.2018 को प्राप्त हुए थे।

[सं. एल-42012/109/2012-आईआर (डीयू)]

राजेंद्र जोशी, उप निदेशक

New Delhi, the 18th December, 2018

S.O. 32.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No.195/2012) of the Central Government Industrial Tribunal-cum-Labour Court-1, New Delhi as shown in the Annexure, in the Industrial dispute between the employers in relation to the Commissioner, Municipal Corporation Delhi & Others, and their workmen which were received by the Central Government on 22.10.2018.

[No. L-42012/109/2012-IR (DU)]

RAJENDRA JOSHI, Dy. Director

ANNEXURE

**BEFORE PRESIDING OFFICER: CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR
COURT No. 1: ROOM No. 511, DWARKA COURT COMPLEX, SECTOR 10, DWARKA, DELHI – 110 075**

ID No.195/2012

S/Shri Ramesh Chand Meena S/o Shri R.S. Meena & 7 others, through
Delhi Udhyan Karamchari Union,
B-5, Ram Gali, North Ghonda,
New Delhi - 110 053

...Workman

Versus

The Commissioner,
Municipal Corporation of Delhi,
Town Hall, Chandni Chowk,
Delhi – 110 006

...Management

AWARD

In the present case, an order was received from Ministry of Labour and Employment vide letter No. L-42012/109/2012-IR(DU) dated 07.12.2012 under clause (d) of sub-section (1) and Section (2A) of Section 10 of Industrial Disputes Act, 1947(in short the Act) for adjudication of an industrial dispute, terms of which are as under:

Whether the action of the management of MCD in regularizing the workmen S/Shri Ramesh Chand Meena S/o Shri R.S. Meena and 7 others (list enclosed) on the post of 'Nala Beldar' instead of 'Beldar' is legal & justified? If not, what relief the workmen are entitled to?

2. Claim statement was filed on behalf of Shri Ramesh Chand Meena S/o Shri R.S. Meena, Shri Gulam Asgar S/o Shri Haider Abbas, Shri Dharam Pal Singh S/o Shri Manvir Singh, Shri Shiv Kumar S/o Shri Promod Kumar, Shri Praveen Kumar S/o Shri Sohan Lal, Shri Pardeep Kumar S/o Shri Manvir Singh, Shri Javed Ahmed S/o Shri Liak Ahmed and Shri Sukh Lal S/o Ramji Lal (hereinafter referred to as the claimants), averring that they joined MCD (hereinafter referred to as the management) as Beldar in the years 2001/2002/2003 and worked continuously on the said post till their regularization in September 2008 with retrospective effect from 01.04.2006 with usual allowance as admissible under the rules. The claimants had unblemished and uninterrupted record to their credit. The management submitted working report for daily wagers report at the time of their regularization by terming as beldars whereas the letter of regularization issued to them depicted them as beldar/nala beldar. This action of the management tantamounts to exploitation of labour, illegal, bad, unjust, malafide and is in violation of Article 14, 16 and 30 of the Constitution of India. . Finally, it has been prayed that the claimants are entitled to the post of beldars in place of nala Behdar from the date of regularization alongwith all consequential benefits.

3. No written statement was filed by the management despite affording of several opportunities. Vide order dated 11.10.2013, defence of the management was struck off by my learned predecessor and the case was listed for evidence of the claimants.

4. S/Shri Ramesh Chand Meena, Gulam Asgar, Dharam Pal Singh, Shiv Kumar, Praveen and Javed Ahmed, were examined on behalf of the claimants whose affidavits are Ex.WW1/A to Ex.WW6/A and they relied on documents Ex.WW1/1 to Ex.WW1/10, Ex.WW2/1 to Ex.WW2/3, Ex.WW3/1 to Ex.WW3/4, Ex.WW4/1 to Ex.WW4/2, Ex.WW5/1 to Ex.WW5/3, Ex.WW6/1 to Ex.WW6/4, respectively. Witnesses WW2 to WW6 also relied on documents Ex.WW1/1 to Ex.WW1/7. Since defence of the management was struck off and no written statement was filed, hence, management was not granted any opportunity to adduce evidence.

5. I have heard Shri B.K. Prasad, A/R for the claimant and Shri Madan Sagar, A/R for the management. My findings on the issues involved in the controversy are as follows:

6. The only issue which requires determination in the case in hand is whether the workman herein is entitled to the designation of Beldar (instead of Nala Beldar) from the date of their regularization. Perusal of letter Ex.WW1/4 issued by the management, depicts the designation of the claimants as beldar. Ex.WW2/1, Ex.WW3/1, Ex.WW4/1, Ex.WW5/1 and Ex.WW6/1 being the number of days worked in the years 2001 to 2006, depicts the designation of the claimant as beldar and the said document is signed by the Junior Engineer, Assistant Engineer as well as the Executive Engineer. Thus, it appears that initially that the claimants were designated as beldars and at the time of regularization, their designation was mentioned as 'nala beldars/beldars'.

7. As a sequel to above discussion, it is held that the claimants herein have been wrongly regularized as nala beldars instead of beldars. Hence, the action of the management of MCD in denying the designation of 'beldar'; (instead of nala beldar) at the time of regularization of services of the workmen Shri Ramesh Chand Meena S/o Shri R.S. Meena and 07 others (total 08) as named in the ID by the management of MCD with effect from 01.04.2006 in the pay scale of Rs.2500-3200 is totally unjust and unfair. Hence, the management is liable to redesignate the claimants Shri Ramesh Chand Meena S/o Shri R.S. Meena, Shri Gulam Asgar S/o Shri Haider Abbas, Shri Dharam Pal Singh S/o Shri Manvir Singh, Shri Shiv Kumar S/o Shri Promod Kumar, Shri Praveen Kumar S/o Shri Sohan Lal, Shri Pardeep Kumar

S/o Shri Manvir singh, Shri Javed Ahmed S/o Shri Liak Ahmed and Shri Sukh Lal S/o Ramji Lal as beldars instead of Nala beldars with effect from 01.04.2006, i.e. the date of their regularization. An award is accordingly passed. Let this award be sent to the appropriate Government, as required under Section 17 of the Industrial Disputes Act, 1947, for publication.

Dated : October 16, 2018

A.C. DOGRA, Presiding Officer

नई दिल्ली, 18 दिसम्बर, 2018

का. आ. 33.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार प्रबंधन, केंद्रीय बोर्ड ऑफ सिंचाई और पावर का प्रबंधन और अन्य एवं उनके कर्मचारी के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, नई दिल्ली -1 के पंचाट (संदर्भ संख्या 66/2015) को प्रकाशित करती है जो केन्द्रीय सरकार को 29/11/2018 को प्राप्त हुए थे।

[सं. एल-42012/202/2014-आईआर (डीयू)]

राजेंद्र जोशी, उप निदेशक

New Delhi, the 18th December, 2018

S.O. 33.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No.66/2015) of the Central Government Industrial Tribunal cum Labour Court-1, New Delhi as shown in the Annexure, in the Industrial dispute between the employers in relation to the Management of Central Board of Irrigation and Power Lt., and others, and their workmen which were received by the Central Government on 29.11.2018.

[No. L-42012/202/2014-IR (DU)]

RAJENDRA JOSHI, Dy. Director

ANNEXURE

IN THE COURT OF SHRI AVTAR CHAND DOGRA : PRESIDING OFFICER CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT NO. 1, DWARKA COURTS COMPLEX : NEW DELHI

ID No. 66/2015

Shri Ajeet Singh
S/o. late Shri Veer Singh,
through Shri Vinay Kumar
Chamber No.B-93, BGS Block,
Tis Hazari Courts,
Delhi 110054

...Workman/Claimant

Versus

The Management of Central Board of Irrigation & Power,
Through its Secretary, Malcha Marg,
Chankaypuri, New Delhi.

...Management

AWARD

This Award shall dispose of a reference which was made to this Tribunal by the appropriate Government vide letter No. L-42012/202/2014-IR(DU) dated 14.08.2015 under clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947(in short the Act) for adjudication of an industrial dispute, terms of which are as under:

‘Whether the termination of Shri Ajeet Singh appointed on compassionate ground after the death of his father is illegal and unjustified ? If so, what relief the claimant is entitled to and what directions are necessary in this regard ?’

2. Both parties were put to notice and the claimant. The claimant Ajeet Singh filed his statement of claim, with the averments that his father Shri Veer Singh was appointed by the Management on the post of Helper-cum-Plumber vide appointment letter dated 24/4/1986 and was a permanent employee. His father expired on 30/5/2005, leaving behind his widow, two sons and two daughters. After the death of Shri Veer Singh, his son Ajeet Singh moved an application dated 26/9/2005 for appointment on compassionate grounds, in place of his deceased father. The

Management duly considered the said application & the claimant Ajeet Singh was appointed as Attendant on temporary basis, vide office order dated 9/1/2006 initially for three months which period was extended time and again. It has been pleaded that the claimant had uninterrupted and unblemished service record to his credit. In the month of March, 2007 instead of confirming the workman/claimant or giving him further extension, the Management started compelling him to work through contractor and the Management also did not allow him to mark his attendance and even his salary for the month of April, 2007 was withheld. Ultimately services of the workman were terminated illegally by the Management w.e.f. 1/5/2007 without following the principle of natural justice, though he was working on a job of regular and permanent nature, which is continuing with the Management. A civil suit bearing CS No.787/13 was filed by the workman wherein liberty was granted to the workman vide order dated 10/9/2013 to approach the Labour Court against illegal termination. The workman is totally unemployed since his termination. As such action of the management in terminating the services of the workman amounts to unfair labour practice inasmuch as no notice or notice pay was given to him at the time of termination of his services and termination is in violation of Section 25-F, G & H of the Act. Prayer has been made for reinstatement of the workman into service with full back wages alongwith all consequential benefits.

3. The claim petition has been resisted by the Management who filed its written statement and took preliminary objections that the claim petition before this Tribunal is not maintainable as the Management No.1 is not an instrumentality of State or Central Government. There never existed any employer-employee relationship between the parties and that the claimant has not worked for 240 days in a calendar year and as such the claimant has no locus standi to file the present claim petition.. While denying the allegations of the claimant that father of the claimant was permanent employee of the Management, it has been alleged that father of the claimant was appointed vide appointment letter dated dated 24/4/1986 for three months and therefore question of any permanent appointment does not arise. only for six months but date of his death is not in the knowledge of the Management It has been alleged that the claimant was engaged only on temporary basis for three months at a consolidated salary of Rs.4000/- per month vide office order dated 9/1/2006. It has also been alleged that the salary of the claimant for the month of April, 2017 has not withheld Since the claimant was never a regular employee, as such question of termination of his services on any date did not arise. It has further been alleged that civil suit filed by the claimant was for regularization in service deeming that he is in employment and now a new story has been cooked up that it is a case of termination to invoke the jurisdiction of this Tribunal. Prayer has been made for dismissal of the claim petition.

4. The claimant/workman filed rejoinder wherein he denied all the allegations made by the Management and reiterated his own case as set up in the claim petition.

5. On the pleadings of the parties, following issues were framed on 3/10/2016 :-

- i) Whether reference is not legally maintainable in view of the varius preliminary objections ?
- ii) In terms of reference ?
- iii) Relief.

6. The Claimant in support of his case examined himself as W.W.1 and tendered his affidavit Ex.WW1/A alongwith documents Ex.WW1/1 to WW1/12.

7. On the other hand, the Management in order to rebut the case of the claimant examined one Shri P.P. Wahi, Director (IT) as MW1 who tendered his evidence by way of affidavit Ex.MW1/A alongwith documents Ex.MW1/1.

8. I have carefully gone through the evidence adduced on record by both the parties and have give my thoughtful consideration to rival contentions of the parties counsel.

Issue No.1 :

9. Learned A/R for the Management No.1 vehemently argued that this Tribunal has no jurisdiction to entertain the claim petition since the Management No.1 -Board viz. Central Board of Irrigation & Power is not an instrumentality of State or Central Government rather it is a Society registered under the Societies Registration Act. She submitted that Hon'ble High Court vide order dated 18/9/2013 in W.P.() No.334/1998 and others writ petitions filed by the workers of the Management has held that the Board/Management No.1 is not an instrumentality of State under Article 12 of the Constitution of India, as the said Board is not performing public functions/public duties. As such, the reference is not legally maintainable.

10. Per-contra, learned A/R for the workman submitted that this Tribunal has all powers to adjudicate and decide the Reference which has been made by the Appropriate Government under the provisions of the Act and moreso the Management –Board being a registered Society is an “industry” as defined under Section 2(j) of the Act.

11. Since the workman/claimant was admittedly engaged by the Management No.1 – may be on temporary basis, on the job of Attendant, he is a workman, within the meaning of Section 2(s) of the Act. The definition of workman does not make any distinction between full time and part time employee or a person appointed on contract basis. There is nothing in the plain language of Section 2(s) from which it can be inferred that only person employed on regular basis or a person employed for doing whole time job is a workman and the one employed on temporary, part time or contract basis on fixed wages or as a casual employee or for doing duty for fixed hours is not a workman. Reference may be made to the decision of Hon'ble Supreme Court in the case of Davinder Singh Vs. Municipal Council Sanaur, AIR 2011 (SC 2532).

12. Just because the Management No.1-Board is a Society registered under the Societies Registration Act, it will be improper to say that it is not an “industry”. I may mention that the Hon’ble Apex Court in the case of **Bangalore Water Supply & Sewage Board Vs. A. Rajappa AIR 1978 SC 548** dealt at length with the ambit and scope of expression “industry” as defined under Section 2(j) of the Act and held as under :-

- “(a) Where a complex of activities, some of which qualify for exemption, other not involves employees on the total undertaking some of whom are not “workman” as in the University of Delhi case (supra) or some departments are not productive of goods and services, if isolated, even then the predominant nature of the services and integrated nature of the departments as explained in the Corporation of Nagpur (supra) will be the true test. The whole undertaking will be “industry” although those who are not “workmen” by definition may not benefit by the statute.
- (b) Notwithstanding the previous clauses, sovereign functions strictly understood (alone) qualify for exemption, not the welfare activities or economic adventures undertaken by the Government or Statutory bodies.
- (c) Even in departments discharging sovereign functions, if there are units which are industries and they are substantially severable, they can be considered to come within Section 2(j).
- (d) Constitutional and competently enacted legislative provisions may well remove from the scope of the Act, categories which otherwise may be covered thereby
- (e) We overrule Safdarjung (supra), Solicitors’ case(supra), Gymkhana (supra), Delhi University (supra), Dhanrajgiri Hospital (supra) and other ruling whose ratio run counter to the principles enunciated above and Hospital Mazdoor Sabha (supra) is hereby rehabilitated.

13. In view of the law enunciated by the Apex Court, as discussed above, I am of the considered view that Management No.1-Board is an “industry” within the definition of Section 2(j) of the Act

14. Since Delhi is a Union Territory, the reference made to this Tribunal for adjudication of Industrial Dispute can be made either by the Central Government or by the State Government in terms of Rule 2(f) of the Industrial Disputes (Central) Rules, 1957. To this view I am fortified with the decision in the case of **Kanhaiya Lal Vs. Union of India, 2007 (113) FLR 770**. Furthermore, the nomenclature of the Management No.1 viz. Central Board of Irrigation & Power (CBIP) is such that even a prudent man may think it is an institution of the Government. A “workman” doing a menial job is not expected to exactly know the intricacies about the constitution of the Management Board or to exactly know as to whether it is simply a Society under the Societies Registration Act or the department/establishment of the Government. It is a matter of record that in the civil suit filed by the claimant herein, the Management had taken a preliminary objection about the maintainability of the civil suit and the said suit was disposed by learned Civil Judge, granting liberty to the claimant to approach the Labour Court. Thereafter the claimant had approached the Conciliation Officer and the proceedings before the said forum culminated into the present reference. Law is well settled that when a reference has been received by the Industrial Tribunal from the Appropriate Government, it has to decide such a reference on merits. The Tribunal can not go into the validity of the reference.

15. In view of the aforesaid discussion coupled with the fact that the claimant is “workman” & the Management is an “industry” within the definitions as provided in the Act, this Tribunal is of the considered view that the present reference having been made to this Tribunal by the appropriate Government is legally maintainable. This issue is accordingly decided in favour of the claimant and against the Management No.1.

Issue No.2 :

16. From the pleading of the parties and evidence adduced on record, particularly the documents Ex.WW1/2 (offer of appointment) and Ex.WW1/3 to Ex.WW1/7 (letters of appointment/extension of service of the claimant) issued by the Management No.1, it is evident that the claimant Ajeet Singh was appointed by Management No.1 purely on temporary basis as Attendant/Helper for the work relating to plumbing w.e.f. 2/1/2006 on a consolidated salary of Rs.4000/- per month, with reference to his application dated 2/8/2005 for employment on compassionate grounds after the death of his father. Vide order dated 24/4/1986 (Ex.WW1/8), Shri Veer Singh – father of the claimant herein was appointed by the Management for the post of Helper on adhoc basis pursuant to his interview. Ex.WW1/9 is the copy of pay slip of the said Shri Veer Singh for the month of October, 2004. Ex.WW1/10 is the copy of the identity card issued to Shri Veer Singh, Helper by the Management which was issued on 1/4/2004 and was valid upto 31/10/2016. In the light of documents Ex.WW1/8 to Ex.WW1/0, it does not lie in the mouth of the Management to allege that Shri Veer Singh – father of the claimant was not a permanent employee. The plea of the Management that the claimant has not worked for 240 days in a calendar year also falsifies inasmuch as MW1 PP Wahi – witness of the Management admitted in his cross examination that the claimant worked with the Management **from 9/1/2006 to March, 2007**. This witness also admitted that the claimant was the only employee alongwith Shri Mohan Lal who were appointed on compassionate grounds. He further admitted that the work of attendant is regular in nature.

17. As discussed above, it is proved that the claimant/workman was in continuous service of the Management from 9/1/2006 till his termination. There is nothing on record to suggest that retrenchment benefits have been paid to the claimant by the Management at the time of his termination from services. MW1 PP Wahi has clarified in his cross examination that no show cause notice or memo was given to the claimant, but volunteered that same was not required. Once the claimant had worked with the Management for 240 days in a calendar year, it was obligatory on the part of the Management to comply with the provisions of Section 25-F of the Act.

18. There is long line of decisions of Hon'ble Apex Court as well as of various High Courts that provisions of Section 25-F of the Act are mandatory in nature and termination of the workman from services in derogation of the provisions of Section 25-F of the Act will render action of the Management to be illegal and void under the law.

19. Since there is no evidence on record that any valid notice was issued by the Management to the workman at the time of termination or in lieu of such notice, any compensation was paid to him, as such action of the Management in terminating the services of the workman is held to be illegal and void. There is also nothing on record to prove that wages for the month of April, 2007 was paid to the workman. The Management should have produced documents in this regard.

20. Now the residual question is whether the claimant/work is entitled to any incidental relief of payment of back wages and/or reinstatement of service with full back wages. It is proved on record that claimant was continuously in the employment of the Management w.e.f. 9/1/2006 to March, 2007. There is no show cause notice or memo issued to the claimant/workman by the Management. Moreover, the job of the Attendant is of perennial and regular nature which fact has been admitted by MW1 Shri PP Wahi, Director (IT) of the Management Board. The claimant WW1 has reiterated in his cross examination that he is unemployed since 2007 though he tried for a job but could not get.

21. The Hon'ble Apex Court in case *“Deepali Gundu Surwase v. Kranti Junior Adhyapak Mahavidyalaya”* reported as (2013) 10 SCC 324 has held as under :

“The propositions which can be culled out from the aforementioned judgments are :

In cases of wrongful termination of service, reinstatement with continuity of service and back wages is the normal rule. Ordinarily, an employee or workman whose services are terminated and who is desirous of getting back wages is required to either plead or at least make a statement before the adjudicating authority or the Court of first instance that he/she was not gainfully employed or was employed on lesser wages. If the employer wants to avoid payment of full back wages, then I has to plead and also lead cogent evidence to prove that the employee/workman was gainfully employed and was getting wages equal to the wages he/she was drawing prior to the termination of service. This is so because it is settled law that the burden of proof of the existence of a particular fact lies on the person who makes a positive averments about its existence. It is always easier to prove a positive fact than to prove a negative fact. Therefore, once the employee shows that he was employed, the onus lies on the employer to specifically plead and prove that the employee was gainfully employed and was getting the same or substantially similar emoluments.”

22. The Hon'ble Apex Court also held that different expressions are used for describing the consequence of termination of a workman's service/employment/engagement by way of retrenchment without complying with the mandate of Section 25F of the Act. Sometimes it has been termed as ab initio void, sometimes as illegal per se, sometime as nullity and sometimes as non est. Leaving aside the legal semantics, we have no hesitation to hold that termination of service of an employee by way of retrenchment without complying with the requirement of giving one month's notice or pay in lieu thereof and compensation in terms of Section 25F (a) and (b) has the effect of rendering the action of the employer and nullity and the employee is entitled to continue in employment as if his service was not terminated. (*Anoop Sharma Vs. Executive Engineer, Public Health Division No.1 Panipat* (2010) 5 SCC 497).

23. A Bench of three Judges of the Hon'ble Supreme Court in the case of *Hindustan Tin Works Private Limited v. Employees of Hindustan Tin Works Private Limited* (1979) 2 SCC 80 held that relief of reinstatement with continuity of service can be granted where termination of service is found to be invalid. It would mean that the employer has taken away illegally the right to work of the workman contrary to the relevant law or in breach of contract and simultaneously deprived the workman of his earnings. If thus the act of employer is found to be totally illegal and arbitrary, in that eventuality the workman is required to be reinstated, with full back wages. Plain common sense also dictates that the removal of an order terminating the services of workmen must ordinarily lead to the reinstatement of the services of the workmen alongwith payment of back wages.

24. However, Hon'ble Apex Court in the case General Manager, Haryana Roadways Vs. Rudan Singh, reported as 2005 SCC (L&S) 716 observed as under :-

“8. There is no rule of thumb that in every case where the Industrial Tribunal gives a finding that the termination of service was in violation of Section 25-F of the Act, entire back wages should be awarded. A host of factors like the manner and method of selection and appointment i.e. whether after proper advertisement of the vacancy or inviting applications from the employment exchange, nature of appointment namely, whether ad hoc, short term, daily wage, temporary or permanent in character, any special qualification required for the job and the like should be weighed and balanced in taking a decision regarding award of back wages. ***One of the important factors which has to be taken into consideration is the length of service, which the workman had rendered with the employer. If the workman has rendered a considerable period of service and his services are wrongfully terminated, he may be awarded full or partial back wages keeping in view the fact that at this age and the qualification possessed by him he may not be in a position to get another employment. However, where the total length of service rendered by a workman is very small, the award of back wages for the complete period i.e. from the date of termination till the date of the award, which our experience shows is often quite large, would be wholly inappropriate. A regular service of permanent character cannot be compared to short or intermittent daily wage employment though it may be for 240 days in a calander year.”***

25. Yet in another latest case of **Bholanath Lal and others Vs. Shree Om Enterprises (P) Ltd., Manu/DE/1922/2018** (decided on 10/5/2018), Hon'ble High Court of Delhi while considering the question of illegal termination and reinstatement held as under :-

“The cases in which the competent court or tribunal finds that the employer has acted in gross violation of the statutory provisions and/or the principles of natural justice or is guilty of victimizing the employee or workman, then the court or tribunal concerned will be fully justified in directing payment of full back wages. In such cases, the superior courts should not exercise power under Article 226 or 136 of the Constitution and interfere with the award passed by the Labour Court, etc. merely because there is a possibility of forming a different opinion on the entitlement of the employee/workman to get full back wages or the employer's obligation to pay the same. The courts must always keep in view that that in the cases of wrongful/illegal termination of service, the wrongdoer is the employer and the sufferer is the employee./workman and there is no justification to give a premium to the employer of his wrongdoings by relieving him of the burden to pay to the employee/ workman his dues in the form of full back wages.”

A similar view has been taken in the case of **Delhi Jal Board Vs. Vimal Kumar (decided on 5-4-2018) MANU/de/1322/2018** wherein service of a casual driver was terminated without any notice or payment of one month's salary in lieu of such notice. The Industrial Tribunal answering the reference held the action of the management to be illegal and in violation of Section 25-F of the Act. The Award was upheld by Hon'ble High Court of Delhi by observing as under :-

“In view of the above discussion, I am unable to discern any illegality or infirmity in the impugned Award, dated 29th May, 2003, of the Labour Court, to the extent that it holds the termination of the services of the respondent, by the petitioner, to be illegal and unlawful. I am entirely in agreement with the finding, of the Labour Court, that the services of the respondent were retrenched in violation of Section 25-F of the ID Act and that, therefore, he was entitled to be reinstated in service with all consequential benefits. In view of the fact that going by the age of the respondent as disclosed in the counter affidavit filed before this Court, he would, today, be only 50 years of age, and also in view of the fact that the termination of his services as SCM Driver was not on account of any deficiency or shortcoming detected in the manner of discharge by the respondent, of his duties as such, I am of the opinion, that the facts of the present case, do not warrant any interference with the direction, of the Labour Court, to the petitioner to reinstate the respondent in service with the benefit of continuity of service. The petitioner is, therefore, directed to reinstate the respondent in service forthwith. Inasmuch as the respondent has not been rendering any service to the petitioner since the date of his termination, however, the back wages payable to the respondent would be limited to 50 per cent of the wages which he would have drawn he had continued to serve the petitioner.....”

26. Having regard to the legal position as discussed above and the fact that the claimant was performing duty to a post of regular and perennial nature, this Tribunal is of the firm view that the claimant herein is entitled for reinstatement into service on the same post, with 50 per cent back wages, inasmuch as termination of the claimant/workman is per-se illegal, particularly when the job is of regular and perennial nature and the claimant/workman is not gainfully employed anywhere since after his termination by the Management. Award is passed accordingly.

Date : 28.11.2018

AVTAR CHAND DOGRA, Presiding Officer

नई दिल्ली, 18 दिसम्बर, 2018

का. आ. 34.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार सेवकान ऑफिसर, ओवरसीज इंडियन अफेयर्स मिनिस्ट्री नई दिल्ली और अन्य एवं उनके कर्मचारी के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, नई दिल्ली-1 के पंचाट (संदर्भ संख्या 1/2016) को प्रकाशित करती है जो केन्द्रीय सरकार को 06.12.2018 को प्राप्त हुए थे।

[सं. एल-42025/03/2018- आईआर (डीयू)]

राजेंद्र जोशी, उप निदेशक

New Delhi, the 18th December, 2018

S.O. 34.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No 1/2016) of the Central Government Industrial Tribunal-cum-Labour Court-1, New Delhi as shown in the Annexure, in the Industrial dispute between the employers in relation to the Section Officer, Ministry of Overseas Indian Affairs New Delhi, and others, and their workmen which were received by the Central Government on 06.12.2018.

[No. L-42025/03/2018-IR (DU)]

RAJENDRA JOSHI, Dy. Director

ANNEXURE

IN THE COURT OF SHRI AVTAR CHAND DOGRA : PRESIDING OFFICER CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT No. 1, DWARKA COURTS COMPLEX : NEW DELHI

ID No. 01/2016

Sudhri Kumar S/o. Shri Rameshwar Dayal,
Delhi General Udyog Karamchari Sangh (Regd.),
Chamber No.75, Civil Wing,
Tis Hazari Courts,
Delhi 110054.

... Workman

Versus

1. Section Officer,
Ministry of Overseas Indian Affairs,
Akbar Bhawan,
New Delhi 110021
2. M/s. Stander Trading Company,
428/A Kewal Industrial Estate,
Senapati Bapat Marg, Lower Parel West,
Mumbai 400013.
3. M/s. Stander Trading Company,
Akbar Bhawan, 9th Floor, OCI Room No.912,
Chankayapuri
New Delhi 110021

...Management

AWARD

This is a claim directly filed by the Workman/claimant Shri Sudhir Kumar under Section 2(A) of the Industrial Disputes Act (hereinafter referred to as “the Act”), with the averments that workman had been working in the office of the Management No.1 through the contractor –Management No.2 & 3 for the post of Printer Operator and was getting wages of Rs.8500/- per month. He was doing his work sincerely and honestly. Supervision and control over his work was that of principal employer viz Management No.1. The workman was not given any appointment letter, casual leave, minimum wages, overtime etc. despite oral demands made. Though ESI and EPF contributions used to be deducted from his wages/salary, however neither any ESI card nor PF receipt/statement was issued to him. It is alleged that the Management had obtained his signatures and thumb impression on blank papers and used to threaten him to terminate from services. Wages for the month of May, 2015 was not paid to him and he was terminated from services illegally on 29/5/2015 by the Management, without issuing any notice or charge sheet and without payment of compensation in lieu of notice period. The workman sent a demand letter dated 8/6/2015 to the Management but to no response. It is also alleged that the workman is unemployed since after his termination and he has no source of his livelihood. Prayer has been made for his reinstatement into service with full back wages and with all consequential benefits.

2. The claim petition has been resisted by the Managements No.2 & 3 who filed joint written statement and took preliminary objections that before the Conciliation Officer on 14/12/2015, the Management had offered the workman to join duty at his earlier working place and had already paid him advance salary for the month of June, 2015. It was the workman who himself left his services on 29/5/2015 without giving any prior notice or information and the workman did not join his duty despite repeated requests and phone calls of the Management. If the intention of the Management was to terminate the services of the workman, there was no reason for the Management to pay him salary for the month of June, 2015. In nut-shell, case of the Management is that the workman himself abandoned the job and failed to join duty despite requests. The allegations of the workman regarding his illegal termination or about his unemployment have been denied. Since the workman has been absenting himself from duty unauthorisedly and not reporting for duty despite repeated requests, it is stated that the claimant is not entitled to any relief. Prayer has been made for rejection of the claim petition.

3. Management No.1 did not participate in the proceedings and was proceeded ex parte vide order dated 6/3/2017 when following issues were framed on the pleadings of the parties:-

- 1) Whether termination of the claimant on 29/5/2015 is illegal and against provisions of Industrial Disputes Act, 1947 as alleged?
- 2) Whether the claimant has abandoned his services as alleged ?
- 3) Whether the claimant is entitled for reinstatement with full back wages and continuity of service ?

4. The Claimant in support of his case examined herself as W.W.1 and tendered her affidavit Ex.WW1/A alongwith documents Ex.WW1/1 to WW1/3.

5. On the other hand, the Management in order to rebut the case of the claimant examined Shri Hemant Chandrakant Trivedi, Project Manager as MW1 and he tendered his evidence by way of affidavit Ex.MW1/A alongwith documents Ex.MW1/1 to Ex.MW1/5.

6. I have heard Shri Devender Sharma, A/R for the claimant and Shri M.L. Pandey, A/R for the Management No.2 and 3 and have gone through the records carefully. My findings on the above issues are as follows.

Issue No.1 and 2 :

7. Both these issues being inter related are being taken up together for the purpose of discussion and they can be conveniently disposed of.

8. From the pleadings of the parties and evidence adduced on record, it is manifest that there existed relationship of employee-employer between the workman/claimant herein and the Management No.2 and 3 as he was working under the said Management April, 2011. This fact also finds corroboration from the pay slips Ex.WW1/1 (colly.) of the workman and documents Ex.MW1/1 to Ex.MW1/5 filed on record by Management No.2 and 3. However, the workman has failed to adduce any cogent evidence to show that over his work there was direct control & supervision of Management No.1 or that the Management No.1 had engaged him for the job.

9. Testimony of the workman by way of affidavit Ex.WW1/A is in line with the averments made in the statement of claim. It is the specific case of the workman that Wages for the month of May, 2015 was not paid to him and his services were illegally terminated on 29/5/2015 by the Management, without issuing any notice or charge sheet and without payment of compensation in lieu of notice period. Shri Hemant Chandrakant Trivedi MW1- sole witness examined by the Management though claimed that the workman was on unauthorized absence from duty and that the Management had made oral requests to the workman to join duty, however admitted that the Management did not issue any charge sheet regarding unauthorized absence of the workman, nor conducted any enquiry against him. He also stated that no appointment letter was issued to the workman. He also admitted that the workman worked in Delhi from the date of his engagement. Even if the workman remained unauthorised absent from duty w.e.f. 31/5/2015, it was incumbent upon the Management No.2 & 3 to issue letter/notice, asking the workman to report back for duty or to hold enquiry against him regarding his unauthorized absence prior to termination of his services. Nothing of the sort has been done by the Management. As such, it can not be concluded that the workman himself had abandoned the job of the Management No.2 and 3 voluntarily or that he was not interested to work there.

10. Order sheet dated 3/10/2016 shows that during pendency of the matter, the Management No.2 and 3 herein had filed an application directing the claimant to report for duty and the claimant had shown his inclination to join duties, without prejudice to his rights. However, on 28/11/2016 the claimant had informed the Tribunal that as per previous order he had gone to the Office of Management for reporting duties but the Management had clearly told him that there was no vacant post in Delhi and he might join duties at Mumbai. This was suggestive of the fact that the Management did not have any regard for the verbal undertaking given by its A/R. Despite that another opportunity was granted to the Management to consider the aspect of posting of the claimant in any of its two branches in Delhi –either at Akbar Bhawan and Patiala House but the Management failed to do so. These facts lead this Tribunal to draw an inference that the Management was not at all interested to allow the workman to join duty at Delhi and to harass the workman, they wanted him to post at its office at Mumbai, despite the fact that the workman since very beginning was working at its Delhi office. Having regard to the overall facts and circumstances of the case, it can be safely concluded that the services of the workman were illegally terminated by the Management, inasmuch as neither any notice nor any compensation in lieu of notice period has been paid by it to the workman. There is long line of decisions of Hon'ble Apex Court as well as of various High Courts that provisions of Section 25-F of the Act are mandatory in nature and termination of the workman from services in derogation of the provisions of Section 25-F of the Act will render whole action of the Management Bank to be illegal and wrong under the law. Resultantly, it is held that the action of the Management in terminating services of the workman w.e.f. 29/5/2015 is void, illegal and against the provisions of the Act. These issues are, therefore, decided in favour of the workman and against the Management.

Issue No. 3 :

11. Now the residual question is whether the claimant/work is entitled to any incidental relief of payment of back wages and/or reinstatement of service with full back wages. Though it was alleged by the claimant/workman that he was not paid wages for the month of May, 2015 but he admitted in his cross examination that salary for the month of May, 2015 was credited in his account with HDFC Bank. As such, this claim of the workman/claimant is not tenable. This Tribunal while rendering findings on Issue No.1 and 2 has held that the Management has failed to comply with the provisions of Section 25-F of the Act prior to termination of the workman from service. It is undisputed fact that the workman was serving under the Management for a job of regular and perennial in nature, for the last about four years prior to termination of his service. The workman has categorically pleaded and deposed on oath that he is unemployed

since after his termination. The Management has not adduced any evidence to show that the workman/claimant is gainfully employed.

12. The Hon'ble Apex Court in case "Deepali Gundu Surwase v. Kranti Junior Adhyapak Mahavidyalaya" reported as (2013) 10 SCC 324 has held as under :

"The propositions which can be culled out from the aforementioned judgments are :

- i) In cases of wrongful termination of service, reinstatement with continuity of service and back wages is the normal rule.
- ii) Ordinarily, an employee or workman whose services are terminated and who is desirous of getting back wages is required to either plead or at least make a statement before the adjudicating authority or the Court of first instance that he/she was not gainfully employed or was employed on lesser wages. If the employer wants to avoid payment of full back wages, then I has to plead and also lead cogent evidence to prove that the employee/workman was gainfully employed and was getting wages equal to the wages he/she was drawing prior to the termination of service. This is so because it is settled law that the burden of proof of the existence of a particular fact lies on the person who makes a positive averment about its existence. It is always easier to prove a positive fact than to prove a negative fact. Therefore, once the employee shows that he was employed, the onus lies on the employer to specifically plead and prove that the employee was gainfully employed and was getting the same or substantially similar emoluments."

13. The Hon'ble Apex Court also held that different expressions are used for describing the consequence of termination of a workman's service/employment/engagement by way of retrenchment without complying with the mandate of Section 25F of the Act. Sometimes it has been termed as ab initio void, sometimes as illegal per se, sometime as nullity and sometimes as non est. Leaving aside the legal semantics, we have no hesitation to hold that termination of service of an employee by way of retrenchment without complying with the requirement of giving one month's notice or pay in lieu thereof and compensation in terms of Section 25F (a) and (b) has the effect of rendering the action of the employer and nullity and the employee is entitled to continue in employment as if his service was not terminated. (Anoop Sharma Vs. Executive Engineer, Public Health Division No.1 Panipat (2010) 5 SCC 497).

14. A Bench of three Judges of the Hon'ble Supreme Court in the case of Hindustan Tin Works Private Limited v. Employees of Hindustan Tin Works Private Limited (1979) 2 SCC 80 held that relief of reinstatement with continuity of service can be granted where termination of service is found to be invalid. It would mean that the employer has taken away illegally the right to work of the workman contrary to the relevant law or in breach of contract and simultaneously deprived the workman of his earnings. If thus the act of employer is found to be totally illegal and arbitrary, in that eventuality the workman is required to be reinstated, with full back wages. Plain common sense also dictates that the removal of an order terminating the services of workmen must ordinarily lead to the reinstatement of the services of the workmen alongwith payment of back wages.

15. However, Hon'ble Apex Court in the case General Manager, Haryana Roadways Vs. Rudan Singh, reported as 2005 SCC (L&S) 716 observed as under :-

"8. There is no rule of thumb that in every case where the Industrial Tribunal gives a finding that the termination of service was in violation of Section 25-F of the Act, entire back wages should be awarded. A host of factors like the manner and method of selection and appointment i.e. whether after proper advertisement of the vacancy or inviting applications from the employment exchange, nature of appointment namely, whether ad hoc, short term, daily wage, temporary or permanent in character, any special qualification required for the job and the like should be weighed and balanced in taking a decision regarding award of back wages. *One of the important factors which has to be taken into consideration is the length of service, which the workman had rendered with the employer. If the workman has rendered a considerable period of service and his services are wrongfully terminated, he may be awarded full or partial back wages keeping in view the fact that at this age and the qualification possessed by him he may not be in a position to get another employment. However, where the total length of service rendered by a workman is very small, the award of back wages for the complete period i.e. from the date of termination till the date of the award, which our experience shows is often quite large, would be wholly inappropriate. A regular service of permanent character cannot be compared to short or intermittent daily wage employment though it may be for 240 days in a calander year."*

16. Yet in another latest case of Bholanath Lal and others Vs. Shree Om Enterprises (P) Ltd., Manu/DE/1922/2018 (decided on 10/5/2018), Hon'ble High Court of Delhi while considering the question of illegal termination and reinstatement held as under :-

"The cases in which the competent court or tribunal finds that the employer has acted in gross violation of the statutory provisions and/or the principles of natural justice or is guilty of victimizing the employee or workman, then the court or tribunal concerned will be fully justified in directing payment of full back wages. In such cases, the superior courts should not exercise power under Article 226 or 136 of the Constitution and interfere with the award passed by the Labour Court, etc. merely because there is a possibility of forming a different opinion on the entitlement of the employee/workman to get full back wages or the employer's obligation to pay the same. The courts must always keep in view that that in the cases of wrongful/illegal termination of service,

the wrongdoer is the employer and the sufferer is the employee./workman and there is no justification to give a premium to the employer of his wrongdoings by relieving him of the burden to pay to the employee/ workman his dues in the form of full back wages.”

A similar view has been taken in the case of **Delhi Jal Board Vs. Vimal Kumar (decided on 5-4-2018) MANU/de/1322/2018** wherein service of a casual driver was terminated without any notice or payment of one month's salary in lieu of such notice. The Industrial Tribunal answering the reference held the action of the management to be illegal and in violation of Section 25-F of the Act. The Award was upheld by Hon'ble High Court of Delhi by observing as under :-

“In view of the above discussion, I am unable to discern any illegality or infirmity in the impugned Award, dated 29th May, 2003, of the Labour Court, to the extent that it holds the termination of the services of the respondent, by the petitioner, to be illegal and unlawful. I am entirely in agreement with the finding, of the Labour Court, that the services of the respondent were retrenched in violation of Section 25-F of the ID Act and that, therefore, he was entitled to be reinstated in service with all consequential benefits. In view of the fact that going by the age of the respondent as disclosed in the counter affidavit filed before this Court, he would, today, be only 50 years of age, and also in view of the fact that the termination of his services as SCM Driver was not on account of any deficiency or shortcoming detected in the manner of discharge by the respondent, of his duties as such, I am of the opinion, that the facts of the present case, do not warrant any interference with the direction, of the Labour Court, to the petitioner to reinstate the respondent in service with the benefit of continuity of service. The petitioner is, therefore, directed to reinstate the respondent in service forthwith.

Inasmuch as the respondent has not been rendering any service to the petitioner since the date of his termination, however, the back wages payable to the respondent would be limited to 50 per cent of the wages which he would have drawn he had continued to serve the petitioner.....”

17. Having regard to the legal position as discussed above and the fact that the claimant was performing duty to a post of regular and perennial nature, this Tribunal is of the firm view that the claimant herein is entitled for reinstatement into service on the same post, with 50 per cent back wages, inasmuch as termination of the claimant/workman is per-se illegal and the claimant/workman is not gainfully employed anywhere since after his termination by the Management No.2 and 3. Award is passed accordingly against Management 2 & 3.

Date : 04.12.2018

AVTAR CHAND DOGRA, Presiding Officer

नई दिल्ली, 20 दिसम्बर, 2018

का. आ. 35.—ओद्योगिक विवाद अधिनियम 1947(1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार में सर्व सुख्य महाप्रबंधक, दूरसंचार विभाग अहमदाबाद, और अन्य एवं उनके कर्मचारी के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट ओद्योगिक विवाद में केन्द्रीय सरकार ओद्योगिक अधिकरण एवं श्रम न्यायालय, नई अहमदाबाद के पंचाट (संदर्भ संख्या. 1165/2004) को प्रकाशित करती है जो केन्द्रीय सरकार को 24.08.18 को प्राप्त हुए थे।

[सं. एल-40012/444/2000- आईआर (डीयू)]

राजेंद्र जोशी, उप निदेशक

New Delhi, the 20th December, 2018

S.O. 35.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No.1165/2004) of the Central Government Industrial Tribunal cum Labour Court Ahmedabad, as shown in the Annexure, in the Industrial dispute between the employers in relation to the Chife General Manager, Telecom Department Ahmedabad, and others, and their workmen which were received by the Central Government on 24.08.18.

[No. L-40012/444/2000-IR (DU)]

RAJENDRA JOSHI, Dy. Director

ANNEXURE

**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,
AHMEDABAD**

Present : Pramod Kumar Chaturvedi, Presiding Officer, CGIT cum Labour Court,
Ahmedabad,
Dated 06th August, 2018

Reference: (CGITA) No. 1165/2004

1. The Chief General Manager,
Telecom Department,
Seva Sadan Building, 1st Floor, Bhadra,
Ahmedabad (Gujarat) – 380001
2. The Telecom District Manager,
Telecom Department,Near Aiankar Talkies,
Surendranagar (Gujarat) – 363001

V/s

The President,
Saurashtra Employees Union,
City Shops, 3rd Floor, Opposite Jagnath Police Chowky,
Dr. Yagnik Road,
Rajkot (Gujarat) – 360001

...Second Party

For the First Party : Shri H.R. Raval
For the Second Party : Ms. Kajal Kalwani

AWARD

The Government of India/Ministry of Labour, New Delhi by reference adjudication Order No. L-40012/444/2000-IR(DU) dated 18.01.2001 referred the dispute for adjudication to the Industrial Tribunal, Ahmedabad (Gujarat) in respect of the matter specified in the Schedule:

SCHEDULE

"Whether the action of the management of Telecom Department, Surendranagar/Ahmedabad in terminating/discontinuing the services of Shri Jasmuddin Ansari, Casual Labour w.e.f. 30.09.1997 is just, valid and legal? If not, to what relief the workman is entitled and what directions are necessary in the matter?"

1. The reference dates back to 18.01.2001 and received on 12.02.2001 from Ministry of Labour and Employment, New Delhi for adjudication.
2. In response to the notice issued to the parties, the second party submitted the statement of claim Ex. 2 alleging that he was engaged as a Casual Labour by the first parties The Chief General Manager, Telecom Department, Seva Sadan Building, 1st Floor, Bhadra, Ahmedabad and The Telecom District Manager, Telecom Department, Near Aiankar Talkies, Surendranagar on 03.07.1979 where he worked till 29.02.1984. Thereafter, he was re-engaged on 01.02.1989 till August, 1997 by the Sub-Divisional Officer (Phone), Surendranagar and Sub-Divisional Officer (Telephone), Ahmedabad. The copies of the working days are enclosed with the statement of claim mark as 1. Thus he continuously worked for 15 years with the first party and also worked for more than 240 days in the last preceding 12 months prior to the termination of his service in the month of August, 1997 without following the procedure laid down in Section 25 F of the Industrial Disputes Act. He has further alleged that while terminating his service, the persons/workmen junior to him were retained and many of them have also been regularised violating the provisions of Section 25 F, G and H of the Industrial Disputes Act. He has further alleged that he was entitled for temporary status as per the scheme of the first party which was denied to him in mala-fide manner by termination of his service by way of oral order. Thus he has prayed for declaring the termination as illegal in violation of the provisions of Section 25 F, G and H of the Industrial Disputes Act and Article 14 and 16 of the Constitution of India.
3. The first parties The Chief General Manager, Telecom Department, Seva Sadan Building, 1st Floor, Bhadra, Ahmedabad and The Telecom District Manager, Telecom Department, Near Aiankar Talkies, Surendranagar, jointly submitted the written statement Ex. 6 denying the averments made in the statement of claim submitted that the second party workman has no cause of action, the reference is barred by Limitation Act and misconceived, therefore, liable to be dismissed. It is further submitted that the judgement of Central Administrative Tribunal, Chandigarh in O.A. No. 1075/HP of 1996 has held that daily wages employees cannot claim any right to hold civil post and in State of Himachal Pradesh V/s Suresh A. Kumar Verma, 1996 (2) SC C 455, the Hon'ble Supreme Court has held that appointment to a post in the Government of India can only be according to its rules and the Court cannot give any direction to re-engage such persons in any work or to

appoint him against the existing vacancies and if the Court does so, the judicial process would become another mode of recruitment de-hors of rules. Similarly, the Supreme Court in Tulsi Ram Patel V/s Government of India, AIR 1985 SC 1416, has held that the servants employed by the Government of India hold the post under the pleasure of the President of India and such pleasure cannot be curtailed by a parliamentary enactment. It has been further submitted that the workman worked from July, 1979 to 29.02.1984 under SDO, Telephones, Ahmedabad and Surendranagar and remained absent from 01.03.1984 to 31.01.1989 at his own accord without intimating the first party and such period of absence cannot be condoned as per rules. It is further submitted that the workman re-engaged as Casual Labour from 01.02.1989 to 28.02.1991 under SDO, Telephones, Dharangadhara and from 01.03.1991 to 30.03.1997 under SDO, Telephones, Halvad. It is wrong to say that he was re-engaged by SDO, Telephones, Surendranagar and Ahmedabad. It is further submitted that his services were terminated following the procedure laid down in Section 25 of the Industrial Disputes Act as there was no work available to be given to the workman.

4. It is further submitted that the workman challenged the termination before the Central Administrative Tribunal, Ahmedabad vide O.A. No. 583/1997 for regularising of service and consequential benefits which was dismissed. No junior employee was retained while terminating his services. Thus the prayer sought by the workman in his statement of claim has no force and liable to be rejected.
5. On the basis of the pleadings, the following issues arise:
 - I. Whether the action of the management of Telecom Department, Surendranagar/Ahmedabad in terminating/discontinuing the services of Shri Jasmuddin Ansari, Casual Labour w.e.f. 30.09.1997 is just, valid and legal?
 - II. To what relief, if any, the employee concerned is entitled?
6. **Issue No. I and II:** Both the issues are interrelated, therefore, are to be decided together. The burden of proof of these issues was lying on the second party workman. He has submitted his affidavit Ex. 10 reiterating the averments made in the statement of claim. In his cross-examination, he has stated that he was engaged as Casual Labour in July 1979 and worked till the year 1984, thereafter; he did not go to the office for doing work as he was not given work. He was re-engaged in the year 1987 as Casual Labour on vouchers and he was orally terminated on 30.09.1987. He also remained ill for 2 years during the year 1984 to 1989 and he did not inform the first party regarding his illness. He was also given notice while terminating his service with 2 cheques as notice pay which he returned to the first party. He admitted that he worked at Halvad and Tikar. He has also admitted that no one was re-engaged or re-employed after his termination. He also admitted that he did not work for 240 days in any calendar year. He is still unemployed though he searches the job. He has 5 members in his family and used to earn Rs.1000/- by doing labour work.
7. After cross-examination of the workman, he stopped coming to the Tribunal and on 13.07.2017, The Assistant General Manager (Legal), Telephones, Surendranagar, informed the Tribunal that the workman has expired. Ms. Kajal Kalwani, advocate for the second party workman on 14.07.2017 requested for time to verify the facts regarding the death of the workman but till date Ms. Kajal Kalwani is unable to explain regarding the facts.
8. Firstly, as the workman has expired, therefore, the reference has become abate as no legal heirs have moved any application for their substitution as party in the place of the deceased workman. Secondly, the deceased workman while alive has admitted that he was a casual labour and was retrenched after giving notice and paying the notice pay by way of cheques. There is no proof on the record that he did not en-cash such cheques. Thirdly, he cannot be said to be a workman as he admitted that he never worked for 240 days in any calendar year.
9. Thus the reference has no force and the action taken by the management of Telecom Department, Surendranagar/Ahmedabad in terminating/discontinuing the services of Shri Jasmuddin Ansari, Casual Labour w.e.f. 30.09.1997 cannot be said to be unjust and illegal.
10. The award is passed accordingly. No relief can be granted.

P.K. CHATURVEDI, Presiding Officer

नई दिल्ली, 20 दिसम्बर, 2018

का. आ. 36.—ओद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मेसर्स मंडल सचिव, अखिल भारतीय डाक कर्मचारी संघ अहमदाबाद, और अन्य एवं उनके कर्मचारी के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट ओद्योगिक विवाद में केन्द्रीय सरकार ओद्योगिक अधिकरण एवं श्रम न्यायालय, नई दिल्ली -1 के पंचाट (संदर्भ संख्या 978/2004) को प्रकाशित करती है जो केन्द्रीय सरकार को 24.08.18 को प्राप्त हुए थे।

[सं. एल-40012/149/93- आईआर (डीयू)]

राजेंद्र जोशी, उप निदेशक

New Delhi, the 20th December, 2018

S.O. 36.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 978/2004) of the Central Government Industrial Tribunal-cum-Labour Court, Ahmedabad, as shown in the Annexure, in the Industrial dispute between the employers in relation to the Circle Secretary, All India postal Employees Union Ahmedabad, and others, and their workmen which were received by the Central Government on 24.08.18.

[No. L-40012/149/93-IR (DU)]

RAJENDRA JOSHI, Dy. Director

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, AHMEDABAD

Present : Pramod Kumar Chaturvedi, Presiding Officer, CGIT cum Labour Court,
Ahmedabad,
Dated 06th August, 2018

Reference: (CGITA) No. 978/2004

1. The Supdt. Of Post Offices,
Kutch Division, Bhuj, Kutch (Gujarat)
2. The Chief Post Master General,
Gujarat Circle, Ahmedabad (Gujarat)
3. The Sub-Divisional Inspector,
Bhachau Post Office, Bhachau,
Kutch (Gujarat) ...First Party

V/s

The Circle Secretary,
All India Postal Employees Union,
Postman Class IV and EDAS,
BecharGnanchiChal, Opp. Behrampura,
Ahmedabad (Gujarat) – 380022 ...Second Party

For the First Party : Shri P.M. Rami
For the Second Party : Shri R.C. Pathak

AWARD

The Government of India/Ministry of Labour, New Delhi by reference adjudication Order No. L-40012/149/93-IR(DU) dated 25.11.1994 referred the dispute for adjudication to the Industrial Tribunal, Ahmedabad (Gujarat) in respect of the matter specified in the Schedule:

SCHEDE

“Whether the action of the Supdt. Of Post Offices, Kachchh Division, Bhuj in terminating/not taking on duties/discontinuance/the services of Shri Popatlal Gokalbhai Prajapati, Extra Departmental Agent, Chitrod Branch of Post Office w.e.f. 13.05.1991 is valid, justified and legal? If not, to what benefits the workman is entitled to and what directions are necessary in the matter?”

1. The reference dates back to 25.11.1994 and received on 12.12.1994 from Ministry of Labour and Employment, New Delhi for adjudication.
2. In response to the notice issued by the Tribunal to the parties, the second party workman Popatlal Gokalbhai Prajapati submitted the statement of claim Ex. 2 alleging that he was initially engaged as Postman by the first party on 14.09.1988 against a clear vacant post of Postman and he worked on the said post till 13.05.1991 when his services were suddenly terminated by the first party without following the due procedure of law. His work was satisfactory during the said period. He has further alleged that the Hon’ble Supreme Court in its various decisions has observed as under: “Where the workman has worked for a period of more than 2 years continuously then obviously the work will be of permanent nature and the said workman shall be absorbed by the Management.” The Hon’ble Supreme Court specifically in a case of daily wages employee of Post and Telegraph Department observed that there is no scheme of regularisation for Class IV employee in the Post and Telegraph Department, therefore, all the employees of Post and Telegraph Department must be regularised who have completed 360 days of service. He has further alleged that as per the circulars of the first party itself, such workman was entitled for the grant of temporary status but the management neither granted him the temporary

status as per its circular nor regularise his service as per the decision of Supreme Court. Thus the termination was unjust and illegal. He has further alleged that the management has not followed the principle of 'last come and first go' as numbers of employees who were junior to him were retained in the service while terminating his service. He was also not issued any notice or paid retrenchment compensation while terminating his services violating the principles of Section 25 F, G and H of the Industrial Disputes Act. In the conciliation proceedings also, the management did not agree for reinstatement of service. Therefore, he has prayed for reinstatement of service with back wages, continuity of service and all the consequential benefits.

3. The first parties The Supdt. Of Post Offices, Kutch Division, Bhuj, Kutch (Gujarat), The Chief Post Master General, Gujarat Circle, Ahmedabad (Gujarat) and The Sub-Divisional Inspector, Bhachau Post Office, Bhachau, Kutch (Gujarat), partly admitting the averments made in the statement of claim, jointly submitted the written statement Ex. 28 alleging that the workman has worked as Extra Departmental Agent from 14.09.1988 to 13.05.1991 and was not appointed or engaged as Postman as stated by him in his statement of claim. It is true that the post on which he was engaged was of permanent nature but he was engaged purely on ad-hoc basis as a stop-gap arrangement against the post of a regular employee named R.A. Sadhu who was placed under suspension/put off duty. Thus the post was not vacant. The engagement of the workman was purely a stop-gap arrangement to manage the work assigned to R.A. Sadhu till the disciplinary proceedings are finalised against him. It is wrong to say that the services of the workman were terminated without following due process of law. There was no violation of Section 25 F, G and H of the Industrial Disputes Act because he was not appointed on permanent basis as said above. It is also submitted that this Tribunal has no jurisdiction to adjudicate the matter because the services of the Government servant under Union of India are not governed by the Industrial Disputes Act. Their service disputes are always adjudicated by the Central Administrative Tribunal as the Post and Telegraph Department is not an Industry. Thus the reference has no force and the prayed sought by the workman is liable to be rejected.
4. On the basis of the pleadings, the following issues arise:
 - I. Whether the action of the Supdt. Of Post Offices, Kachchh Division, Bhuj in terminating/not taking on duties/discontinuance/the services of Shri Popatlal Gokalbhai Prajapati, Extra Departmental Agent, Chitrod Branch of Post Office w.e.f. 13.05.1991 is valid, justified and legal?
 - II. To what relief, if any, the employee concerned is entitled?
5. **Issue No. I and II:** Both the issues are interrelated, therefore, are to be decided together. The burden of proof of these issues was lying on the second party workman. The workman was examined vide Ex. 17 wherein he has reiterated the averments made in the statement of claim and in his cross-examination, he has not said anything contrary to his examination-in-chief but has not stated that he was recruited as per the procedure of the recruitment rules of Post and Telegraph Department. He has admitted that he was engaged as a Extra Departmental Agent as stop-gap arrangement for a fixed period from time to time. He submitted number of documents vide list Ex. 7. Neither of the documents reveals that he was appointed on permanent basis but some of the documents reveal that he was paying the premium of insurance in the Postal Department.
6. The first party examined one Valajibhai Maheshwari who has stated on oath that the second party workman was not a permanent employee or Postman but he was engaged as Extra Departmental Agent in the leave vacancy of a permanent employee who was subjected to disciplinary proceedings.
7. The workman in his oral and documentary evidences has not proved that any junior person has been appointed after termination of his service.
8. The first party has submitted the departmental rules and regulations of recruitment (D.G., P.&T., Letter No. – 43-4/77-Pen., dated 18.05.1979 and Circular No. 19-34/99-ED & Trg., dated 30.12.1999) which provides as under:

“(16) Provisional appointment of ED Agents – It has come to the notice of this office that provisional appointments made to ED posts are being allowed to continue for indefinite periods and when regular appointments are made, the provisionally appointed persons do not readily hand over the charge. The following instructions are issued in this regard: -

- i. As far as possible, provisional appointments should be avoided. Provisional appointments should not be made to fill the vacancies caused by the retirement of ED Agents. In such cases, the Appointment Authority should take action well in time before the retirement of the incumbent ED Agent, to select 2 suitable successors.
- ii. Where possible, provisional appointments should be made only for specific periods. The appointed person should be given to understand that the appointment will be terminated on expiry of the specified period and that he will have no claim for regular appointment. Where a new post office is opened or where a new post is created or where an ED Agent dies while in service or resigns from his post and it is not possible to make regular appointment immediately, a provisional appointment should be made for a specific period. The offer for appointment should be in the form annexed (Annexure A).

iii. Where an ED Agent is put off duty pending departmental or judicial proceedings against him and it is not possible to ascertain the period by which the departmental/judicial proceedings are likely to be finalized, a provisional appointment may be made, in the form annexed (Annexure B). It should be made clear to the provisionally appointed person that if ever it is decided to reinstate the previous incumbent, the provisional appointment will be terminated and that he shall have no claim to any appointment.

Even in cases where an appointment is made to fill the vacancy caused by the dismissal/removal of an ED Agent and the dismissed/removed employee has not exhausted all channels of appeal, the appointment should only be provisional. The offer for appointment should be in the form annexed (Annexure B).

Efforts should be made to give alternative employment to ED Agents who are appointed provisionally and subsequently discharged from service due to administrative reasons, if at the time of discharge they had put in not less than three years' continuous approved service. In such cases, their names should be included in the waiting list of ED Agents discharged from service, prescribed in D.G., P. & T., Letter No. 43-4/77-Pen., dated 23.02.1979.”

9. I considered the oral and written arguments of the parties. From the evidence of record, it is established that the workman was appointed as an Extra Departmental Agent on a fixed term as a stop-gap arrangement against the vacancy of permanent employee named R.A. Sadhu who has been subjected to disciplinary proceedings.
10. It is a settled law that no appointment can be made in the Government of India against the recruitment rules. This workman was engaged on a fixed term basis against the non-vacant post of one R.A. Sadhu who was put under suspension for undergoing disciplinary proceedings. Thus the retrenchment cannot be said to be illegal but as the documentary evidences reveal that he worked for more than 391 days but in less than 3 years, therefore, it would be equitable to grant a lump-sum amount of Rs. 50000/- (Rupees Fifty Thousand) as compensation. No further relief is granted except as said above.
11. The award is passed accordingly. The first parties are directed to pay the aforesaid amount of Rs. 50000/- (Rupees Fifty Thousand) to the second party workman Popatlal Gokalbhai Prajapati within 60 days from the publication of the award.

P.K. CHATURVEDI, Presiding Officer

नई दिल्ली, 20 दिसम्बर, 2018

का. आ. 37.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मेसर्स सहायक भविष्य निधि आयुक्त, कर्मचारी भविष्य निधि संगठन अहमदाबाद, और अन्य एवं उनके कर्मचारी के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, नई दिल्ली-1 के पंचाट (संदर्भ संख्या 10/2009) को प्रकाशित करती है जो केन्द्रीय सरकार को 17.10.18 को प्राप्त हुए थे।

[सं. एल-42012/52/2009- आईआर (डीयू)]

राजेंद्र जोशी, उप निदेशक

New Delhi, the 20th December, 2018

S.O. 37.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No.10/2009) of the Central Government Industrial Tribunal cum Labour Court Ahmedabad, as shown in the Annexure, in the Industrial dispute between the employers in relation to the Assistant Provident Fund Commissioner, Employees Provident Fund Organisation Ahmedabad, & Others, and their workmen which were received by the Central Government on 17.10.18.

[No. L-42012/52/2009-IR (DU)]

RAJENDRA JOSHI, Dy. Director

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,
AHMEDABAD

Present : Pramod Kumar Chaturvedi, Presiding Officer, CGIT cum Labour Court,
Ahmedabad,
Dated 09th October, 2018

Reference (CGITA) No. 10/2009

1. The Assistant Provident Fund Commissioner,
Employees Provident Fund Organisation,
SRO,
Vapi (Gujarat)
2. The Regional Provident Fund Commissioner,
Employees Provident Fund Organisation,
Head Office, 14, Bhikaji Cama Place,
New Delhi
3. The Regional Provident Fund Commissioner,
Employees Provident Fund Organisation,
Regional Office, Bhavishyanidhi Bhawan,
Nr. RBI, Income Tax Circle, Ashram Road,
Ahmedabad (Gujarat) ...First Parties

V/s

Shri Harish Kumar M. Gulrajani,
52, Hathram Ka Darwaja, Near Mohan Talkies,
Ratlam (MP) – 457001

...Second Party

For the First Parties : None
For the Second Party : Shri R.C. Pathak

AWARD

The Government of India/Ministry of Labour, New Delhi by reference adjudication Order No. L-42012/52/2009-IR(DU) dated 07.12.2009 referred the dispute for adjudication to the Central Govt. Industrial Tribunal cum Labour Court, Ahmedabad (Gujarat) in respect of the matter specified in the Schedule:

SCHEME

“Whether the action of the management of Regional Provident Fund Commissioner, Ahmedabad in imposing the penalty of dismissal from service on their workman Shri Harish M. Gulrajani vide order dated 23.12.2004 is legal and justified? If not, what relief the workman is entitled to?”

1. The reference dates back to 07.12.2009 and received on 21.12.2009 from Ministry of Labour and Employment, New Delhi for adjudication and passing the award.
2. In response to the notice issued to the parties, the second party workman submitted the statement of claim Ex. 7 alleging that he joined as Lower Division Clerk in the office of Regional Provident Fund Commissioner, Vapi on 19.04.1995. His services were found satisfactory, therefore, he was promoted on 31.12.1998 as Upper Division Clerk and posted at SRO, Vapi but he was dismissed from service on 04.08.2004 with a mala-fide intention and illegally on the ground that he was trapped to take bribe by the Anti Corruption Bureau. He was subjected to criminal trial under Prevention of Corruption Act wherein he was acquitted by the court of law for want of evidence. But as the first party was adamant to victimize him, therefore, he was subjected to departmental enquiry wherein he was awarded the punishment of dismissal from service. He preferred an appeal against the order of dismissal before the appropriate authority but same was also rejected. Therefore, he raised this dispute before the Conciliation Officer; hence, this reference was referred for adjudication before the Tribunal.
3. The first party did not prefer to submit the written statement, therefore, the reference was ordered to proceed ex parte against the first party on 10.03.2016.
4. The second party workman in support of his statement of claim Ex. 7 submitted the affidavit Ex. 12 reiterating the averments made in the statement of claim Ex. 7 and has also filed the documents regarding the order of acquittal by the Criminal Court and other relevant documents regarding the departmental proceedings.
5. I heard the arguments of the learned counsel for the second party.

6. The Section 9 of the Civil Procedure Code provides as under:

“9. Courts to try all civil suits unless barred: The Courts shall (subject to the provisions herein contained) have jurisdiction to try all suits of a civil nature excepting suits of which their cognizance is either expressly or impliedly barred.”

7. The Administrative Tribunal Act, 1985 provides as under:

“SECTION 1 SHORT TITLE, EXTENT AND COMMENCEMENT:

- (1) This Act may be called the Administrative Tribunals Act, 1985.
- (2) It extends, – (a) in so far as it relates to the Central Administrative Tribunal, to the whole of India;
- (b) In so far as it relates to the Administrative Tribunals for States, to the whole of India, except the State of Jammu and Kashmir.
- (3) The provisions of this Act, in so far as they relate to the Central Administrative Tribunal, shall come into force on such date ¹ as the Central Government may, by notification, appoint.
- (4) The provisions of the Act, in so far as they relate to Administrative Tribunal, for a State shall come into force in State on such date ² as the Central Government may, by notification appoint.

Comments:

The Act applies to all categories of Central Government servants and others posted to work in the State of Jammu and Kashmir as well; Kendriya Vidyalaya Sangathan v. Subhas Sharma, (2002) 4 SCC 145.

1. The provisions of this Act in so far as they relate to the Central Administrative Tribunal, came into force on 1-7-1985, vide G.S.R. 527(E), dated 1st July, 1985.
2. The provisions of this Act in so far as they relate to the State Administrative Tribunal, for Andhra Pradesh came into force on I-11-1989, vide G.S.R. 921(E), dated 25th October, 1989 and for Arunachal Pradesh came into force on 3-8-1989, vide G.S.R. 638(E), dated 3rd August, 1989 and for Gujarat, Himachal Pradesh, Karnataka, Kerala, Madhya Pradesh, Maharashtra and Orissa came into force on 1-1-1985; vide G.S.R. 956(E), dated 31st December, 1985, and for the State of Bihar came into force on 22-10-1991, vide S.O. 715(E), dated 22nd October, 1991.

2. ACT NOT TO APPLY TO CERTAIN PERSONS:

The provisions of this Act shall not apply to –

- (a) Any member of the naval, military or air force or of any other armed forces of the Union; ¹[***]
- (b) Omitted
- (c) Any officer or servant of the Supreme Court or any High Court ² [or Courts subordinate thereto;]
- (d) Any person appointed to the secretarial staff of either House of Parliament or to the secretarial staff of any State Legislature or a House thereof or, in the case of a Union territory having a Legislature, of that Legislature.

1. Clause (b) omitted by Act 19 of 1986, sec. 3 (w.r.e.f. 1-11-1985).
2. Ins. by Act 51 of 1987, sec. 2 (w.e.f. 22-12-1987).

8. The Section 2 (s) of the Industrial Disputes Act provides as under:

“The Section 2 (s) of the Industrial Disputes Act defines workman as under: ”

“Section 2 (s): “workman” means any person (including an apprentice) employed in any industry to do any manual, unskilled, skilled, technical, operational, clerical or supervisory work for hire or reward, whether the terms of employment be express or implied, and for the purposes of any proceeding under this act in relation to an industrial dispute, includes any such person who has been dismissed, discharged or retrenched in connection with, or as a consequence of, that dispute, or whose dismissal, discharge or retrenchment has led to that dispute, but does not include any such person –

- (i) Who is subject to the Air Force Act, 1950 (45 of 1950), or the Army Act, 1950 (46 of 1950), or the Navy Act, 1957 (62 of 1957); or
- (ii) Who is employed in the police service or as an officer or other employee of a person; or
- (iii) Who is employed mainly in a managerial or administration capacity; or
- (iv) Who, being employed in a supervisory capacity, draws wages exceeding (ten thousand rupees) per mensem or exercises, either by the nature of the duties attached to the office or by reason of the powers vested in him, functions mainly of a managerial nature.”

9. The principles of legal jurisprudence provide that Civil Court has jurisdiction over all the matters of civil nature unless it is expressly or impliedly barred as given under Section 9 of the Civil Procedure Code. The service disputes regarding employees of State and Central Government are barred by the Administrative Tribunal Act, 1985 and Industrial Disputes Act, 1947. Second principle is that if there is a dispute of jurisdiction between the two statutes, then the later statutes in date will be applicable. In the present case, the workman has himself alleged in his statement of claim that he was a Upper Division Clerk in the office of Regional Provident Fund Commissioner under the Government of India, therefore, is a central government employee and the later in date the statute namely Administrative Tribunal Act, 1985 provides that any service dispute with respect to a person regarding all matters relating to the conditions of his service in connection with the affairs of the Union or of any state or of any local or other authority within the territory of India or under the control of Government of India regarding (i) Remuneration (including allowances), pension and other retirement benefits; (ii) Tenure including confirmation, seniority, promotion, revision, pre-mature retirement and superannuation; (iii) Leave of any kind; (iv) Disciplinary matters; (v) any other matters whatsoever shall be adjudicate by the Central Administrative Tribunal or State Administrative Tribunal as the case may be.
10. In the present case, the so called workman has himself admitted that he was dismissed from service while serving as Upper Division Clerk in the service of Union of India, thus the question of his dismissal or termination as per the provisions of the Central Administrative Act can only be adjudicated by the Central Administrative Tribunal under the Administrative Tribunal Act, 1985 being later in date to the Industrial Disputes Act, 1947 and this is a basis principle that if there is a dispute between the two statutes regarding jurisdiction then the statute later in date shall prevail.
11. Thus this Central Government Industrial Tribunal-cum-Labour Court has no jurisdiction over the matter and the reference is disposed of with a direction to the so called workman Harish M. Gulrajani to approach the proper forum.
12. The award is passed accordingly.

P.K. CHATURVEDI, Presiding Officer

नई दिल्ली, 20 दिसम्बर, 2018

का. आ. 38.—ौद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मेसर्स उप-मंडल (टेली), भारत संचार निगम लिमिटेड देसा, अहमदाबाद, और अन्य एवं उनके कर्मचारी के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट ौद्योगिक विवाद में केन्द्रीय सरकार ौद्योगिक अधिकरण एवं श्रम न्यायालय, अहमदाबाद के पंचाट (संदर्भ संख्या 551/2004) को प्रकाशित करती है जो केन्द्रीय सरकार को 22.10.18 को प्राप्त हुए थे।

[सं. एल-40012/257/2002- आईआर (डीयू)]

राजेंद्र जोशी, उप निदेशक

New Delhi, the 20th December, 2018

S.O. 38.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No.551/2004) of the Central Government Industrial Tribunal-cum-Labour Court Ahmedabad, as shown in the Annexure, in the Industrial dispute between the employers in relation to the Sub – Divisional (Tele), Bharat Sanchar Nigam Limited Deesa, Ahmedabad, and others, and their workmen which were received by the Central Government on 22.10.18.

[No. L-40012/257/2002-IR (DU)]

RAJENDRA JOSHI, Dy. Director

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, AHMEDABAD

Present : Pramod Kumar Chaturvedi, Presiding Officer, CGIT cum Labour Court,
Ahmedabad,
Dated 22nd October, 2018

Reference (CGITA) No. 551/2004

1. The Sub-Divisional Officer (Tele.),
Bharat Sanchar Nigam Limited,
Deesa Telephone Exchange,
Deesa (B.K.) – 385536

2. The Chief General Manager,
Telecom Department,
Bharat Sanchar Nigam Limited, Khanpur,
Ahmedabad (Gujarat) – 380001

3. The General Manager Telecom,
Telecom Department,
Palanpur Telecom District, Joravar Palace,
Palanpur (B.K.) – 385001

...First Parties

V/s

The Org. Secretary,
The Association of Railway and Post Employees,
15, Shashi Apartment,
Nr. Anjalee Cinema, Vasna Road,
Ahmedabad (Gujarat) – 380007

...Second Party

For the First Party : Shri H.R. Raval
For the Second Party : Shri Chintan Gohel

AWARD

The Government of India/Ministry of Labour, New Delhi by reference adjudication Order No. L-40012/257/2002-IR(DU) dated 17.04.2003 referred the dispute for adjudication to the Industrial Tribunal, Ahmedabad (Gujarat) in respect of the matter specified in the Schedule:

SCHEDULE

“Whether the action of the management of Telecom District Manager, Palanpur/SDOT, Deesa, Bharat Sanchar Nigam Limited (Telecom Department) in terminating the services of Shri Md. Umatali Md. Alim is legal, proper and justified? If so, to what relief the concerned workman is entitled to and since when?”

1. The reference dates back to 17.04.2003 and received on 21.05.2003 from Ministry of Labour and Employment, New Delhi for adjudication and passing the award.
2. In response to the notice, the second party submitted the statement of claim along with vakalatpatra of Shri R.C. Pathak on 05.04.2005. The first party submitted the vakalatpatra Ex. 6 of Shri H.R. Raval on 31.01.2010 and written statement Ex. 7 on 06.08.2010.
3. The second party workman submitted an application Ex. 8 for production of documents and the first party submitted the reply Ex. 9 in response to the application Ex. 8.
4. Today on 22.10.2018, Shri Chintan Gohel, the advocate for the second party stated in the Tribunal that the workman has not been in his contact and he has no instructions from the client.
5. Thus it appears that the second party workman is not willing to prosecute the case.
6. Thus the reference is disposed of in the absence of the evidence of the second party workman with the observation as under: “the action of the management of Telecom District Manager, Palanpur/SDOT, Deesa, Bharat Sanchar Nigam Limited (Telecom Department) in terminating the services of Shri Md. Umatali Md. Alim is legal, proper and justified.”
7. The award is passed accordingly.

P.K. CHATURVEDI, Presiding Officer

नई दिल्ली, 20 दिसम्बर, 2018

का. आ. 39.—ओद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मेसर्स मुख्य महाप्रबंधक (दूरसंचार), गुजरात सर्किल, भारत संचार निगम लिमिटेड, खानपुर अहमदाबाद, और अन्य एवं उनके कर्मचारी के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट ओद्योगिक विवाद में केन्द्रीय सरकार ओद्योगिक अधिकरण एवं श्रम न्यायालय, अहमदाबाद के पंचाट (संदर्भ संख्या. 536/2004) को प्रकाशित करती है जो केन्द्रीय सरकार को 17.10.18 को प्राप्त हुए थे।

[सं. एल-40012/163/2004- आईआर (डीयू)]

राजेंद्र जोशी, उप निदेशक

New Delhi, the 20th December, 2018

S.O. 39.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No.536/2004) of the Central Government Industrial Tribunal cum Labour Court Ahmedabad, as shown in the Annexure, in the Industrial dispute between the employers in relation to the Chife General Manager (Telecom), Gujarat Circle ,Bharat Sanchar Nigam Limited, Khanpur Ahmedabad, and others, and their workmen which were received by the Central Government on 17.10.18.

[No. L-40012/163/2002-IR (DU)]

RAJENDRA JOSHI, Dy. Director

ANNEXURE**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,
AHMEDABAD**

Present : Pramod Kumar Chaturvedi, Presiding Officer, CGIT cum Labour Court,
Ahmedabad,
Dated 24th September, 2018

Reference (CGITA) No. 536/2004

1. The Chief General Manager (Telecom),
Gujarat Circle, Bharat Sanchar Nigam Limited, Khanpur,
Ahmedabad (Gujarat) – 380001
2. The Telecom District Manager,
Bharat Sanchar Nigam Limited, Ganj Market,
Palanpur (B.K.) – 385001

...First Parties

V/s

The Org. Secretary,
The Association of Railway and Post Employees,
15, Shashi Apartment,
Nr. Anjalee Cinema, Vasna Road,
Ahmedabad (Gujarat) –380007

...Second Party

For the First Party : Shri H.R. Raval
For the Second Party : Shri Chinten Gohel

AWARD

The Government of India/Ministry of Labour, New Delhi by reference adjudication Order No. L-40012/163/2002-IR(DU) dated 10.02.2003 referred the dispute for adjudication to the Industrial Tribunal, Ahmedabad (Gujarat) in respect of the matter specified in the Schedule:

SCHEDULE

“Whether the action of the management of Bharat Sanchar Nigam Limited (Telecom Department) in terminating the services of Shri Baijnath Sing Yadav is legal, proper and justified? If not, to what relief the concern workman is entitled to and what other directions are necessary in the matter?”

1. The reference dates back to 10.02.2003 and received on 06.03.2003 from Ministry of Labour and Employment, New Delhi for adjudication and passing the award.
2. After issuing notice to the parties, the second party submitted the statement of claim on 05.04.2005 and the first party submitted the written statement on 22.04.2010.
3. On 24.09.2018, Shri Chintan Gohel, advocate for the second party workman has given in writing that the workman Baijnath Sing Yadav has not been in his contact.
4. Therefore, it appears that the second party union or its workman is not willing to prosecute the case.
5. Thus the reference is disposed of in the absence of the evidence of the second party union or its workman with the observation as under: “the action of the management of Bharat Sanchar Nigam Limited (Telecom Department) in terminating the services of Shri Baijnath Sing Yadav is legal, proper and justified.”

P.K. CHATURVEDI, Presiding Officer

नई दिल्ली, 20 दिसम्बर, 2018

का. आ. 40.— औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार में सर्वे दूरसंचार जिला अभियंता, दूरसंचार विभाग अहमदाबाद, और अन्य एवं उनके कर्मचारी के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, अहमदाबाद पंचाट के (संदर्भ संख्या 1215/2004) को प्रकाशित करती है जो केन्द्रीय सरकार को 17.10.18 को प्राप्त हुए थे।

[सं. एल-40012/171/2002- आईआर (डीयू)]

राजेंद्र जोशी, उप निदेशक

New Delhi, the 20th December, 2018

S.O. 40.— In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No.1215/2004) of the Central Government Industrial Tribunal-cum-Labour Court Ahmedabad, as shown in the Annexure, in the Industrial dispute between the employers in relation to the Telecom District Engineer, Telecom Department Ahmedabad, and others, and their workmen which were received by the Central Government on 17.10.18.

[No. L-40012/171/2002-IR (DU)]

RAJENDRA JOSHI, Dy. Director

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, AHMEDABAD

Present : Pramod Kumar Chaturvedi, Presiding Officer, CGIT cum Labour Court,
Ahmedabad,
Dated 05th October, 2018

Reference (CGITA) No. 1215/2004

The Telecom District Engineer,
Telecom Department,
Surendranagar (Gujarat) – 363001

...First Party

V/s

The President,
Saurashtra Employees Union,
City Shops, 3rd Floor,
Opp. Jagannath Policy Chowky, Dr. Yagnik Road,
Rajkot (Gujarat) – 360001

...Second Party

For the First Party : Shri H.R. Raval
For the Second Party : Shri Prabhatsinh Parmar

AWARD

The Government of India/Ministry of Labour, New Delhi by reference adjudication Order No. L-40012/171/2002-IR(DU) dated 08.01.2003 referred the dispute for adjudication to the Industrial Tribunal, Ahmedabad (Gujarat) in respect of the matter specified in the Schedule:

SCHEDULE

“Whether the action of the management of Bharat Sanchar Nigam Limited, Surendranagar not to give employment to Shri Hejam Kishorkumar Tulsidas is justified or legal? If not, what relief the workman is entitled for and since when?”

1. The reference dates back to 08.01.2003 and received on 16.02.2003 from Ministry of Labour and Employment, New Delhi for adjudication and passing the award.
2. After issuing notice to the parties, the second party submitted the statement of claim Ex. 2 on 19.08.2003/04.11.2003 along with number of documents. The first party submitted the written statement Ex. 7 on 06.01.2005.

3. Today on 05.10.2018, the second party workman moved an application Ex. 32 stating that he does not want to proceed the case and requested the Tribunal to withdraw the case. The application Ex. 32 is allowed.
4. Thus the reference is disposed of as withdrawn.

P.K. CHATURVEDI, Presiding Officer

नई दिल्ली, 26 दिसम्बर, 2018

का. आ. 41.—ऑद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार आन्ध्रा बैंक के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट ऑद्योगिक विवाद में केन्द्रीय सरकार ऑद्योगिक अधिकरण/श्रम न्यायालय नागपुर, के पंचाट (संदर्भ सं. 04/2013-14) को प्रकाषित करती है जो केन्द्रीय सरकार को 26.12.2018 को प्राप्त हुआ था।

[सं. एल-12012/82/2012-आईआर (बी-II)]

रवि कुमार, अनुभाग अधिकारी

New Delhi, the 26th December, 2018

S.O. 41.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 04/2013-14) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court, Nagpur* as shown in the Annexure, in the industrial dispute between the management of Andhra Bank, and their workmen, received by the Central Government on 26.12.2018.

[No. L-12012/82/2012-IR(B-II)]

RAVI KUMAR, Section Officer

ANNEXURE

BEFORE SHRI S.S. GARG, PRESIDING OFFICER, CGIT-CUM-LABOUR COURT, NAGPUR

Case No.CGIT/NGP/04/2013-14

Date: 01.11.2018

Party No.1(a) : The General Manager,
Andhra Bank, Zonal Office,
Mahakali Caves Road,
Mahal Industrial Estate, Andheri (East),
Mumbai 400093.

Party No.1(b) : The Branch Manager,
Andhra Bank, Butibori Branch,
Tehsil & Distt. Nagpur,
Nagpur – 441108.

Party No.1(c) : Shri C. Ramchandran,
C.M.D., Andhra Bank, Pattabhi Bhawan,
Khairtabad, Hyderabad,
Hyderabad (A.P.).

Versus

Party No.2 : Smt. Sangita Satish Patil,
R/o C/o Sonu Devaji Shivankar,
At & PO. New Basti, Shruti Layout,
Ward No. 3, Behind Jijamata School,
Butibori, Tehsil & Distt. Nagpur,
Nagpur (M.S.).

(Dated: 01st November, 2018)

AWARD

In exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of section 10 of Industrial Disputes Act, 1947 (14 of 1947) (“the Act” in short), the Central Government has referred the industrial dispute between the employers, in relation to the management of Andhra Bank and their workman, Smt. Sangita Satish Patil for adjudication, as per letter No.L-12012/82/2012-IR (B-II) dated 01.03.2013, with the following schedule:-

“Whether the action of the management of the Andhra Bank, Buttibori, Tah & Distt. Nagpur through its Branch Manager for termination from services of Smt. Sangita Satish Patil, R/o Buttibori, Distt. Nagpur is legal and justified? What relief to the workman is entitled to?”

2. On receipt of the reference, the parties were noticed to file their respective statement of claim and written statement, by registered post with acknowledgement due, Shri B.B Sharma and Y.B. Sharma, advocates filed joint vakalatnama on behalf of the Party No. 1 i.e. management on 20.06.2013 and Mrs. Rajshree Waikar, advocate filed vakalatnama on behalf of the petitioner on 07.08.2013. Petitioner filed statement of claim on 20.09.2013 and Party No. 1 filed their reply on affidavit on 01.03.2018. Petitioner also examined herself after filing evidence on affidavit on 13.02.2015, but petitioner was absent from 02.11.2017, even this Tribunal issued fresh notice to both parties.

3. Party No. 1/management filed an application, I.A. No. 1 for setting aside the ex parte order, which was allowed by this Tribunal on 18.10.2018, after the service of the application I.A. No. 1 (According to the track report). Party No. 1 also filed an application for dismissal of the reference on 18.10.2018, which was marked as I.A. No. 2. In these circumstances, without going on merit of the case, I.A. No. 2 is allowed. It shows that, petitioner is not interested to continue with this reference. Hence it is ordered:

ORDER

The reference is answered in the negative and against the petitioner. The petitioner is not entitled to any relief.

S.S. GARG, Presiding Officer

नई दिल्ली, 26 दिसम्बर, 2018

का. आ. 42.—ओद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार बैंक आफ महाराष्ट्र के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट ओद्योगिक विवाद में केन्द्रीय सरकार ओद्योगिक अधिकरण/श्रम न्यायालय नागपुर, के पंचाट (संदर्भ सं. 86/2006) को प्रकाषित करती है जो केन्द्रीय सरकार को 26.12.2018 को प्राप्त हुआ था।

[सं. एल—12012/73/2006—आईआर (बी-II)]

रवि कुमार, अनुभाग अधिकारी

New Delhi, the 26th December, 2018

S.O. 42.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 86/2006) of the *Cent. Govt. Indus. Tribunal-cum-Labour Court*, Nagpur as shown in the Annexure, in the industrial dispute between the management of Bank of Maharashtra and their workmen, received by the Central Government on 26.12.2018.

[No. L-12012/73/2006 - IR(B-II)]

RAVI KUMAR, Section Officer

ANNEXURE

BEFORE SHRI S.S. GARG, PRESIDING OFFICER, CGIT-CUM-LABOUR COURT, NAGPUR

Case No.CGIT/NGP/86/2006

Date: 09.10.2018

Party No.1 : The Regional Manager,
Bank of Maharashtra,
Regional Office, Near Siddharth Hotel,
Chandrapur (M.S.) - 442402.

Versus

Party No.2 : Shri Bhalchandra Parshuram Lengure,
R/O Madnapur Ward, Post Sindewahi,
Chandrapur (M.S.).

(Dated: 09th October, 2018)

AWARD

In exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of section 10 of Industrial Disputes Act, 1947 (14 of 1947) ("the Act" in short), the Central Government has referred the industrial dispute between the employer, in relation to the management of Bank of Maharashtra and their workman, Shri Bhalchandra Parshuram Lengure for adjudication, as per letter No.L-12012/73/2006- (IR(B-II) dated 30.10.2006, with the following schedule:-

“Whether the action of the management of Bank of Maharashtra in respect of their Sindewahi Branch, Distt. Chandrapur in terminating the services of Shri Bhalchandra Parshuram Lengure, Ex-Sub Staff w.e.f. 30.10.2004 is proper & justified? If not, what relief the workman is entitled to?”

2. On receipt of the reference, the parties were noticed to file their respective statement of claim and written statement, by registered post with acknowledge due. In this case, petitioner/claimant filed statement of claim and management filed written statement. Management also filed evidence on affidavit, but nobody has appeared on behalf of the workman from 29.12.2010 to 22.03.2011. Management also filed written notes of argument and petitioner filed an application for setting aside the order dated 29.12.2010. This application was allowed on 03.01.2014 by my predecessor. On 16.12.2014, my predecessor rejected the application of the petitioner, in which, he prayed to set aside the order dated 19.03.2014. After that, petitioner and his advocate have been absent.

3. This Tribunal issued a notice to the petitioner for appearance on 12.03.2018, but nobody was present on behalf of the petitioner. It shows that, petitioner did not want to proceed with the reference, so it was closed. Hence, it is ordered:

ORDER

The reference is answered in the negative and against the workman. The workman is not entitled to any relief.

SHYAM SUNDER GARG, Presiding Officer

नई दिल्ली, 26 दिसम्बर, 2018

का. आ. 43.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार यूनियन बैंक आफ इंडिया के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं. 1, नई दिल्ली के पंचाट (संदर्भ सं. 154/2013) को प्रकाषित करती है जो केन्द्रीय सरकार को 26.12. 2018 को प्राप्त हुआ था।

[सं. एल-39025/01/2017-आईआर (बी-II)]

रवि कुमार, अनुभाग अधिकारी

New Delhi, the 26th December, 2018

S.O. 43.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 154/2013) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court No 1, New Delhi* as shown in the Annexure, in the industrial dispute between the management of Union Bank of India, and their workmen, received by the Central Government on 26.12.2018.

[No. L-39025/01/2017 - IR(B-II)]

RAVI KUMAR, Section Officer

ANNEXURE

**IN THE COURT OF SHRI AVTAR CHAND DOGRA : PRESIDING OFFICER CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT NO.1, DWARKA COURTS COMPLEX : NEW DELHI**

ID No. 154/2013

Shri Chedda Lal Sharma,
S/o. late Shri Puran Chand,
R/o. H.No.B014/1, Manbhari Kunj,
Sindhu Farm Road, Meetapur Extn.
New Delhi 110044.

... Workman

Versus

- (1) The Regional Manager,
Union Bank of India,
Shaheed Bhagat Singh Market,
Gole Market, New Delhi.
- (2) The Branch Manager,
Union Bank of India,
SSI Branch Okhla, 173-174 DSIDC,
Okhla Indl. Area, Phase-I,
New Delhi 110020.

... Management

AWARD

This Award shall decide a claim petition directly filed by the workman/claimant Chedda Lal Sharma under Section 2-A of the Industrial Disputes Act, 1947(hereinafter referred to as “the Act”),, with the averments that he was engaged as a casual worker by Management No.2 in the year 1998, where he worked till 21/6/2011 without any break. The Management was taking the work of dafty from the workman for stitching of vouchers etc. continuously and paid him wages/salary in his bank account as there was no dafty posted in the said Branch of the Management Bank. The Management did not regularize the workman though gave assurances and as such, the workman raised an Industrial dispute in the year 2011 for his regularization before the Conciliation Officer but after that the Management in frustration terminated the services of the workman during the conciliation proceedings. The petitioner had rendered service for more than 13 years with the Management Bank on regular basis without any break. Though the prayer clause of the statement of claim is not happily worded, yet it can be inferred from the averments made in para (viii) thereof that the workman is seeking relief of reinstatement into service on regular basis, inasmuch as he has already crossed the age bar to get some other service and has spent most part of his life to serve the Bank.

2. The claim petition has been resisted by the Management who filed written statement and took preliminary objections that the claimant was neither an employee of the Management Bank nor was appointed by the Management rather he was only engaged for casual work by the Management Bank at its SSI Branch, Okhla, New Delhi and as such there never existed any employer-employee relationship between the parties. On merits, it is stated that the claimant was engaged for doing the job work of book binding at its Okhla Branch as and when required and he was paid according to the job work performed by him and as per bills submitted by him. It has been denied that the claimant worked from 1998 to 21/1/2011 as alleged by him. Since the claimant was not an employee of the Management Bank, question of termination of his service did not arise. Prayer has been made for dismissal of the claim petition.

3. On the pleadings of the parties, following issues were framed by my learned Predecessor on 26/2/2014 :-

- (1) Whether the claimant rendered continuous service of one year as contemplated by provisions of Section 25-B of the Industrial Disputes Act, 1947 in preceding 12 months from the date of his alleged termination of service ?
- (2) Whether claimant is entitled to relief of reinstatement in service ?

4. The Claimant in support of his case examined himself as W.W.1 and tendered his affidavit Ex.WW1/A alongwith documents Ex.WW1/1 to WW1/4.

5. On the other hand, the Management in order to rebut the case of the claimant examined Shri Roop Lal Meena, Assistant General Manager as MW1 who also tendered his evidence by way of affidavit Ex.MW1/A alongwith documents Ex.MW1/1 and Ex.MW1/2.

6. I have heard Shri Devender Sharma, A/R for the workman and Shri Rajat Arora, A/R for the Management and have gone through the records carefully. My findings on the above issues are as follows.

Issue No. 1 :

7. There is no dispute about preposition of law that onus to prove that claimant was in the employment of Management is always on the workman/claimant and he worked with the Management for 240 days in a calendar year. it is for the workman to adduce evidence to prove factum of his employment with the Management Bank. Such evidence may be in form of receipt of salary or wages for 240 days or record of his/her appointment or engagement for that year to show that he/she has worked with the employer for 240 days or more in a Calendar year. In this regard, reference may be made to Batala Coop. Sugar Mills Ltd. Vs. Sowaran Singh, (2005) 8 Supreme Court Cases 481 as well as Director Fisheries Terminated Division Vs. Bhikubhai Meghajibhai Gavda (2012) 1 SCC 47.

8. This Tribunal has to consider the oral as well as documentary evidence adduced on record so as to decide the question of relationship of employer and employee between the Management and the claimant herein. In this respect, it is appropriate to refer to the affidavit Ex.WW1/A of the claimant which is in line with the averments made in the claim petition. According to the testimony of the claimant that the Management was taking the work of dafty from him and he worked as such for the last 13 years at different branches of the Bank and his work was totally supervised by the Bank officials. His salary was paid by the Bank and used to be credited in his account by the bank and in support, he has filed on record copies of the bank statement and cheque deposit slips as Ex.WW1/1 and Ex.WW1/2 (colly.) He also deposed that he had been working at the instructions of the Management and dealt in maintaining vouchers, current deposit and day book which work was of perennial in nature. He has filed on record copies of cover note of cash book/day book etc. maintained by him as Ex.WW1/3 alongwith photographs Ex.WW1/4 to show that he was working inside the bank premises. In cross examination he clarified that no appointment letter was issued to him by the Management and that entry dated 4/11/1999 & 6-11-1999 and other entries in Ex.WW1/1 pertain to the wages having been paid by the Bank.

9. It has been admitted by the Management in its written statement that the claimant was engaged for casual work by the Management Bank at its SSI Branch, Okhla, New Delhi. MW1 Shri Roop Lal Meena clarified in his cross examination that the claimant was engaged only for book binding work casually during the period from 1998 to 2011 and that no record of such casual employee is maintained by the Bank. According to him, payment used to be made to the claimant under book binding expenses/misc. expenses head by way of cheque or through ECS. He admitted that the workman had worked at various branches of the Management bank but he could not say for how many hours in a day, the

claimant worked. He also admitted that the claimant used to prepare/bind books like documents Ex.WW1/3. He could not admit or deny if the claimant did the work of daftry with the Management Bank. He also stated that the Bank does not have any documentary evidence to show that the workman worked for less than 240 days in a calendar year. He admitted that the payments having been made to the workman/claimant from time to time through vouchers must have been reflected/entered in the General Register and/or Cash Book maintained by the branch.

10. From the pleadings and evidence on record as discussed above it stands proved that the claimant was duly engaged by the Management Bank for casual work and he did the work of daftry/book binder from 1998 to 2011 at different branches of the Management Bank. As such, it clearly establishes relationship of employer-employee between the Management and claimant. In this regard, reference can be made to the decision in the case of Devinder Singh Vs. Municipal Council, Sanaur, AIR 2011 Supreme Courtt 2532, wherein the Hon'ble Apex Court while interpreting the provisions of Section 2(S) of the Act which deals with the definition of "workman" has observed as under :-

"The source of employment, the quantum of recruitment, the terms & conditions of employment/contract of service, the quantum of wages/ pay and mode of payment are not at all relevant for deciding whether or not a person is a workman within the meaning of Section 2(s) of the Act. The definition of workman also does not make any distinction between full time and part time employee or a person appointed on contract basis. There is nothing in the plain language of Section 2(s) from which it can be inferred that only person employed on regular basis or a person employed for doing whole time job is a workman and the one employed on temporary, part time or contract basis on fixed wages or as a casual employee or for doing duty for fixed hours is not a workman."

It is clear from the perusal of aforesaid observations that even if a person is engaged on temporary, part time or contract basis or for doing any other kind of work and is duly paid wages for the said work, in that eventuality such a person would be covered by the definition of "workman" as provided in Section 2(S) of the Act. Consequently, it is held that there existed relationship of employee –employer between the workman/claimant and the Management.

11. Equally settled is the position of law that when relationship of employer-employee stands proved between the parties, then onus will shift upon the employer/management to show that the claimant has not worked for 240 days or more in a calendar year or that the services of the claimant was terminated in accordance with the provisions of the Act or in accordance with Standing Order applicable to the establishment concerned. As discussed above, in the case in hand, engagement of the claimant for casual work of book binding has been duly proved on record. The Management has not filed any document in the form of abstract of attendance of claimant or other such casual workers so as to show that claimant has not completed 240 days in a calendar year. Even MW1 Roop Lal Meena admitted that the Management Bank does not have any documentary proof to show that the workman worked for less than 240 days in a calendar year. In such circumstances, statement of the claimant who appeared as WW1 can not be brushed aside, more so for the reason that work of daftry is of regular and perennial in nature. The Management bank has not adduced any evidence to show as to who was/were the person/s engaged or doing such like work in the said Branch.

12. Net result of the aforesaid discussion is that the claimant had completed 240 days in a calendar year as contemplated under Section 25-B of the Act. This issue is accordingly decided in favour of the claimant and against the Management.

Issue No.2 :

13. Now the vital question for consideration is as to whether the action of the management in terminating the services of the workman w.e.f. 21/6/2011 is legal and justified.

14. The case of the workman is that since the Management did not regularize the workman despite assurances, the workman raised an Industrial dispute in the year 2011 for his regularization before the Conciliation Officer but after that the Management in frustration terminated his services during the conciliation proceedings by an oral order. The claimant has deposed in his testimony that no memo or charge sheet was issued to him prior to his illegal termination and even no compensation was paid or offered by the Management. This Tribunal has already held that the claimant was the "Workman" for the purposes of the Act and had worked for over 240 days in a calendar year.

15. Management has not adduced any evidence to show that before ordering termination of workmen herein w.e.f. 21/6/2011, the workmen has been issued any notice or has been paid one month's wages in lieu of such notice as required under Section 25-F of the Act. There is long line of decisions of Hon'ble Apex Court as well as of various High Courts that provisions of Section 25-F of the Act are mandatory in nature and termination of the workman from services in derogation of the provisions of Section 25-F of the Act will render whole action of the Management Bank to be illegal and wrong under the law. In the circumstances, it is held that action of the Management in terminating the service of the workmen is totally illegal, wrong and in violation of Section 25-F of the Act.

16. Now the residual question is whether the claimant/work is entitled to any incidental relief of payment of back wages and/or reinstatement of service with full back wages. In his affidavit, the workman has specifically stated that he is unemployed since the date of his illegal termination and he could not get any job despite best efforts. The Management has not adduced any evidence to show that the claimant is gainfully employed somewhere else on full time/regular basis. Even if it is assumed that the workmen is doing some intermittent or adhoc work to make his both ends meet on daily wage basis, that would not itself amount to gainful employment.

17. The Hon'ble Apex Court in case "Deepali Gundu Surwase v. Kranti Junior Adhyapak Mahavidyalaya" reported as (2013) 10 SCC 324 has held as under :

“The propositions which can be culled out from the aforementioned judgments are :

- i) In cases of wrongful termination of service, reinstatement with continuity of service and back wages is the normal rule.
- ii) Ordinarily, an employee or workman whose services are terminated and who is desirous of getting back wages is required to either plead or at least make a statement before the adjudicating authority or the Court of first instance that he/she was not gainfully employed or was employed on lesser wages. If the employer wants to avoid payment of full back wages, then I has to plead and also lead cogent evidence to prove that the employee/workman was gainfully employed and was getting wages equal to the wages he/she was drawing prior to the termination of service. This is so because it is settled law that the burden of proof of the existence of a particular fact lies on the person who makes a positive averments about its existence. It is always easier to prove a positive fact than to prove a negative fact. Therefore, once the employee shows that he was employed, the onus lies on the employer to specifically plead and prove that the employee was gainfully employed and was getting the same or substantially similar emoluments.”

18. The Hon’ble Apex Court also held that different expressions are used for describing the consequence of termination of a workman’s service/employment/engagement by way of retrenchment without complying with the mandate of Section 25F of the Act. Sometimes it has been termed as ab initio void, sometimes as illegal per se, sometime as nullity and sometimes as non est. Leaving aside the legal semantics, we have no hesitation to hold that termination of service of an employee by way of retrenchment without complying with the requirement of giving one month’s notice or pay in lieu thereof and compensation in terms of Section 25F (a) and (b) has the effect of rendering the action of the employer and nullity and the employee is entitled to continue in employment as if his service was not terminated. (Anoop Sharma Vs. Executive Engineer, Public Health Division No.1 Panipat (2010) 5 SCC 497).

19. A Bench of three Judges of the Hon’ble Supreme Court in the case of Hindustan Tin Works Private Limited v. Employees of Hindustan Tin Works Private Limited (1979) 2 SCC 80 held that relief of reinstatement with continuity of service can be granted where termination of service is found to be invalid. It would mean that the employer has taken away illegally the right to work of the workman contrary to the relevant law or in breach of contract and simultaneously deprived the workman of his earnings. If thus the act of employer is found to be totally illegal and arbitrary, in that eventuality the workman is required to be reinstated, with full back wages. Plain common sense also dictates that the removal of an order terminating the services of workmen must ordinarily lead to the reinstatement of the services of the workmen alongwith payment of back wages.

20. However, Hon’ble Apex Court in the case General Manager, Haryana Roadways Vs. Rudan Singh, reported as 2005 SCC (L&S) 716 observed as under :-

“8. There is no rule of thumb that in every case where the Industrial Tribunal gives a finding that the termination of service was in violation of Section 25-F of the Act, entire back wages should be awarded. A host of factors like the manner and method of selection and appointment i.e. whether after proper advertisement of the vacancy or inviting applications from the employment exchange, nature of appointment namely, whether ad hoc, short term, daily wage, temporary or permanent in character, any special qualification required for the job and the like should be weighed and balanced in taking a decision regarding award of back wages. *One of the important factors which has to be taken into consideration is the length of service, which the workman had rendered with the employer. If the workman has rendered a considerable period of service and his services are wrongfully terminated, he may be awarded full or partial back wages keeping in view the fact that at this age and the qualification possessed by him he may not be in a position to get another employment. However, where the total length of service rendered by a workman is very small, the award of back wages for the complete period i.e. from the date of termination till the date of the award, which our experience shows is often quite large, would be wholly inappropriate. A regular service of permanent character cannot be compared to short or intermittent daily wage employment though it may be for 240 days in a calendar year.*”

21. Yet in another latest case of Bholanath Lal and others Vs. Shree Om Enterprises (P) Ltd., Manu/DE/1922/2018 (decided on 10/5/2018), Hon’ble High Court of Delhi while considering the question of illegal termination and reinstatement held as under :-

“The cases in which the competent court or tribunal finds that the employer has acted in gross violation of the statutory provisions and/or the principles of natural justice or is guilty of victimizing the employee or workman, then the court or tribunal concerned will be fully justified in directing payment of full back wages. In such cases, the superior courts should not exercise power under Article 226 or 136 of the Constitution and interfere with the award passed by the Labour Court, etc. merely because there is a possibility of forming a different opinion on the entitlement of the employee/workman to get full back wages or the employer’s obligation to pay the same. The courts must always keep in view that in the cases of wrongful/illegal termination of service, the wrongdoer is the employer and the sufferer is the employee./workman and there is no justification to give a premium to the employer of his wrongdoings by relieving him of the burden to pay to the employee/ workman his dues in the form of full back wages.”

A similar view has been taken in the case of Delhi Jal Board Vs. Vimal Kumar (decided on 5-4-2018) MANU/de/1322/2018 wherein service of a casual driver was terminated without any notice or payment of one month’s

salary in lieu of such notice. The Industrial Tribunal answering the reference held the action of the management to be illegal and in violation of Section 25-F of the Act. The Award was upheld by Hon'ble High Court of Delhi by observing as under :-

“In view of the above discussion, I am unable to discern any illegality or infirmity in the impugned Award, dated 29th May, 2003, of the Labour Court, to the extent that it holds the termination of the services of the respondent, by the petitioner, to be illegal and unlawful. I am entirely in agreement with the finding, of the Labour Court, that the services of the respondent were retrenched in violation of Section 25-F of the ID Act and that, therefore, he was entitled to be reinstated in service with all consequential benefits. In view of the fact that going by the age of the respondent as disclosed in the counter affidavit filed before this Court, he would, today, be only 50 years of age, and also in view of the fact that the termination of his services as SCM Driver was not on account of any deficiency or shortcoming detected in the manner of discharge by the respondent, of his duties as such, I am of the opinion, that the facts of the present case, do not warrant any interference with the direction, of the Labour Court, to the petitioner to reinstate the respondent in service with the benefit of continuity of service. The petitioner is, therefore, directed to reinstate the respondent in service forthwith.

Inasmuch as the respondent has not been rendering any service to the petitioner since the date of his termination, however, the back wages payable to the respondent would be limited to 50 per cent of the wages which he would have drawn he had continued to serve the petitioner.....”

22. Having regard to the legal position as discussed above and the fact that the claimant was performing duty to a post of regular and perennial nature, this Tribunal is of the firm view that the claimant herein is entitled for reinstatement into service on the same post, with 50 per cent back wages, inasmuch as termination of the claimant/workman is per-se illegal, particularly when the job is of regular and perennial nature and the claimant/workman is not gainfully employed anywhere since after his termination by the Management. Award is passed accordingly.

Date :4.12.18

AVTAR CHAND DOGRA, Presiding Officer

नई दिल्ली, 26 दिसम्बर, 2018

का. आ. 44.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार बैंक आफ इंडिया के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं. 1, मुम्बई के पंचाट (संदर्भ सं. 36/2011) को प्रकाषित करती है जो केन्द्रीय सरकार को 26.12.2018 को प्राप्त हुआ था।

[सं. एल-12012/52/2011-आईआर (बी-II)]

रवि कुमार, अनुभाग अधिकारी

New Delhi, the 26th December, 2018

S.O. 44.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 36/2011) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court No 1, Mumbai* as shown in the Annexure, in the industrial dispute between the management of Bank of India, and their workmen, received by the Central Government on 26.12.2018.

[No. L-12012/52/2011 - IR(B-II)]

RAVI KUMAR, Section Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO.1 MUMBAI

Present :JUSTICE RAVINDRA NATH MISHRA, Presiding Officer

REFERENCE NO.CGIT-1/ 36 OF 2011

Parties: Employers in relation to the management of Bank of India
and

Their workman (Harish G Chintalwad)

Appearances:

For the first party no.1/ Management : Mr.Lancy D' Souza, Adv.
For the second party / Workman : Mr.R.M.Nijampurkar, Adv.
State : Maharashtra

Mumbai, dated the 22nd day of November, 2018

AWARD

1. The present reference has been made by the Central Government by its order No. L-12012/52/2011 – IR (B-II) dated 04.11.2011 passed in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947. The terms of reference as per the schedule to the said order are as under:

“Whether the action of the management of Bank of India, Pune in imposing the punishment of compulsory retirement on Shri Harish G. Chintalwad vide order dated 11.7.2007 is legal and justified? What relief the concerned workman is entitled to?”

2. Brief facts giving rise to this reference are that the workman Shri Harish G. Chintalwad was working as Sub-staff – Cash Peon in the Bank of India, Khadki Branch. It is alleged that while working as sub-staff at the above Bank, the workman prepared bogus salary certificate of himself on 23.9.2001 on the Banks letter head. The workman on the above bogus salary certificate falsely showed his total emoluments as 7593.94 when his take home salary in the month of September 2001 was Rs.2,962.00. He also impressed the rubber stamp of the above Bank on the said bogus salary certificate. Thus, the workman committed an act of misconduct to qualify himself as a guarantor in respect of a loan application made by one of his acquaintance Shri Ajay Manohar Torne. This fraud came to light of the Bank when an order of attachment dated 1.3.2006 issued by Recovery Officer was received by the Branch. Owing to above gross misconduct a charge sheet was issued to the workman. During enquiry the workman himself gave his admission in writing on the copy of Marathi version of the charge sheet. He also unconditionally accepted the charges and the documents filed by the Presenting Officer. After the conclusion of enquiry, the disciplinary authority awarded him the punishment of compulsory retirement with immediate effect with superannuation benefits. The workman challenged the punishment order and thereby raised an industrial dispute which has been referred by the Government of India for decision by this Tribunal.

3. The workman has pleaded that the punishment imposed on him is unjust, unreasonable and improper being shockingly disproportionate and harsh one besides being discriminatory vis-à-vis the punishment imposed upon other workman with similar act of misconduct. He has also pleaded that the action against him was vitiated on account of bias and partial attitude of the Enquiry Officer. The findings of Enquiry Officer are perverse and vitiates the enquiry. He blindly accepted the admission of the workman without going into the contents of the said admission. Thus, the workman challenged the punishment order and has claimed its reinstatement with full back wages with other consequential benefits.

4. The management of the Bank has filed its written statement depicting the factual position as above. However, it pleaded inter alia that the act of misconduct committed by the workman comes within gross misconduct of “doing any act prejudicial of the interest of the Bank” within the meaning of clause 5 sub-clause (j) of the Memorandum of Settlement dated 10.4.2002. Therefore, a charge sheet was submitted and enquiry was conducted against the workman concerned in which he admitted all the charges and the documents filed during enquiry. Consequently, the Enquiry Officer found charges proved against him and submitted his report whereupon a show cause notice of punishment was issued to the workman and after hearing him a punishment of compulsory retirement with superannuation benefits was passed against the workman concerned.

5. On behalf of the workman WW-1 Shri Harish Chintanwad has been examined to substantiate the illegality of enquiry, however, on behalf of the management MW-1 Rajesh G. Iyer was examined by the management. No other witness was produced on behalf of the management.

6. Burden lies on the workman to prove that the enquiry conducted against him is illegal and not in consonance of principles of natural justice. But as it is evident from the application moved by the workman concerned on 1.8.2018, the workman concerned is not interested to pursue the proceedings of this case and he has requested for closure of the proceedings, the illegality of enquiry is not required to be adjudicated upon.

7. From the perusal of the record, it transpires that the punishment order was passed on the ground of admission made by the workman concerned during enquiry proceedings. The workman concerned participated in the enquiry. He does not want to say anything against the validity and illegality of the enquiry proceedings. He has requested for closure of the proceedings. Therefore, in view of this application dated 1.8.2018, no further adjudication in the matter is required as there exist no dispute and in view of above, let award be passed accordingly.

JUSTICE RAVINDRA NATH MISHRA, Presiding Officer

नई दिल्ली, 27 दिसम्बर, 2018

का. आ. 45.— औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार में सर्वसंतुष्टि नेशनल इंश्योरेंस कम्पनी लिमिटेड के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, नागपुर के पंचाट (संदर्भ संख्या 60/2014) को प्रकाशित करती है जो केन्द्रीय सरकार को 26.12.2018 को प्राप्त हुआ था।

[सं. एल-17012/140/2014-आईआर(एम)]

डी. के. हिमांशु, अवर सचिव

New Delhi, the 27th December, 2018

S.O. 45.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 60/2014) of the Central Government Industrial Tribunal/Labour Court, Nagpur now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. National Insurance Company Limited and their workman, which was received by the Central Government on 26.12.2018.

[No. L-17012/140/2014-IR(M)]

D. K. HIMANSHU, Under Secy.

ANNEXURE**BEFORE SHRI S. S. GARG, PRESIDING OFFICER, CGIT-CUM-LABOUR COURT, NAGPUR**

Case No.CGIT/NGP/60/2014-15

Date: 03.10.2018

Party No. 1(a) : The Divisional Manager,
National Insurance Company Ltd.,
Divisional Office, No.2, Paul Commercial Complex,
5th Floor, Ajni Chowk, Nagpur,
Nagpur – 440015.

Party No.1(b) : The Branch Manager,
National Insurance Co. Ltd.,
Buttibori, Nagpur.

Versus

Party No.2 : Shri Satish Mahadeorao Patil,
C/o Sonu Devaji Shivankar,
Srushti Layout, Navin Vasti,
Ward No. 3, Buttibori, Nagpur,
Nagpur.

(Dated: 03rd October, 2018)**AWARD**

In exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of section 10 of Industrial Disputes Act, 1947 (14 of 1947) (“the Act” in short), the Central Government has referred the industrial dispute between the employer, in relation to the management of National Insurance Co. Ltd. and their workman, Shri Satish Mahadeorao Patil for adjudication, as per letter No.L-17012/140/2014- (IR(M) dated 22.01.2015, with the following schedule:-

“Whether the action of the Branch Manager, National Insurance Co. Ltd. Nagpur/Buttibori, Nagpur in terminating the services of Sh. Satish Mahadeorao Patil, Ex Office Boy/Peon w.e.f. 10.04.2012 is just, fair and legal? If not, to what relief the concerned workman is entitled to?”

2. On receipt of the reference, the parties were noticed to file their respective statement of claim and written statement, by registered post with acknowledge due, but nobody was appearing from either side from the beginning. On 07.11.2017, order was passed to issue fresh notice to the parties, fixing the date on 08.12.2017. On 08.12.2017, Advocate C.A. Anthony filed Memo of Appearance on behalf of the management, but nobody appeared on behalf of the petitioner, though notice was served on him.

3. On 20.02.2018, Advocate C.A. Anthony filed vakalatnama on behalf of the management, but nobody appeared on behalf of the petitioner. After perusal of the record, it reveals that, after serving of notice on the workman, eight dates have been given to him to file statement of claim, but no statement of claim has been filed. On 25.09.2018, advocate for the management filed a pursis mentioning therein for closure of this case and on that also, the workman was absent and no claim was filed. So, I think that, the workman is not interested to continue with this reference. Hence, it is ordered:

ORDER

The reference is answered in the negative and against the workman. The workman is not entitled to any relief.

SHYAM SUNDER GARG, Presiding Officer

नई दिल्ली, 27 दिसम्बर, 2018

का. आ. 46.— औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मेसर्स हिन्दुस्तान जिंक लिमिटेड के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में औद्योगिक अधिकरण एवं श्रम न्यायालय, उदयपुर के पंचाट (संदर्भ संख्या 03/2000) को प्रकाशित करती है जो केन्द्रीय सरकार को 24.12.2018 को प्राप्त हुआ था।

[सं. एल-43012/12/2000-आईआर(एम)]

डी. के. हिमांशु, अवर सचिव

New Delhi, the 27th December, 2018

S.O. 46.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 03/2000) of the Industrial Tribunal/Labour Court, Udaipur now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. Hindustan Zinc Limited and their workman, which was received by the Central Government on 24.12.2018.

[No. L-43012/12/2000-IR(M)]

D. K. HIMANSHU, Under Secy.

अनुबंध

औद्योगिक विवाद अधिकरण एवं श्रम न्यायालय, उदयपुर (राजस्थान) पीठासीन अधिकारी – श्री अरुण कुमार दुबे
प्रकरण संख्या 03/2000 I.T.R. (C)

श्री अखिल भारतीय जस्ता उत्पादक श्रमिक संघ
जनरल सेकेट्री, चम्पालाल धर्मशाला, उदयपुर

...प्रार्थी

विरुद्ध

श्री हिन्दुस्तान जिंक लिमिटेड,
जनरल मैनेजर, राजपुरा दरीबा माईन्स,
पोस्ट दरीबा, राजसमन्द

...विपक्षी

उपरिथित :-

प्रार्थी की ओर से : श्री प्रभुलाल सुखवाल, प्रतिनिधि
विपक्षी की ओर से : श्री भरत सरूपरिया, अधिवक्ता

पंचाट

दिनांक 23 अगस्त, 2018

भारत सरकार के श्रम विभाग की अधिसूचना क्रमांक L-43012/ 12/2000(IR{M})New Delhi दिनांक 30.06.2000 के द्वारा निम्नांकित विवाद इस न्यायालय को अधिनिर्णयार्थ प्रेषित किया गया –

”Whether the action of the management of
Hindustan Zinc Ltd. Rajpura Dariba Mines,
Dariba Distt. Rajsamand in not giving Pay
protection and step up to Sh. Mithulal
Vaishnav and giving more salary to his
Junior Workman is legal and justified ?
If not, to what relief the workmen concerned
is entitled to ?”

उक्त आषय का प्रसंग प्राप्त होने पर न्यायालय द्वारा प्रकरण दर्ज किया जाकर सम्बन्धित पक्षकारान को नोटिस जारी किये गये। जिस पर प्रार्थी की ओर से दिनांक 08.01.2001 को क्लेम किया गया था तथा विपक्षी की ओर से दिनांक 28.08.2001

को जबाब पेश किया गया तथा अन्य कार्यवाही होने के बाद बहस सुनी जाकर न्यायालय द्वारा दिनांक 13.04.2005 को अन्तिम पंचाट निम्न प्रकार पारित किया गया –

“व्हेलेम रेफरेन्स में प्रार्थी पक्षकार अखिल भारतीय जस्ता उत्पादक श्रमिक संघ द्वारा प्रस्तुत व पैरवी नहीं किये जाने के कारण चलने योग्य नहीं होने से खारिज किया जाता है ।”

उक्त पंचाट के विरुद्ध मिठूलाल वैष्णव की और से माननीय राजस्थान उच्च न्यायालय, जोधपुर में याचिका S.B.Civil Writ Petition No. 4844/2005 Mithu Lal Vaishnav Vs. The Judge Ind. Tribunal and Gen. Manager Hindustan Zinc Ltd. पेश की । जिसमें माननीय उच्च न्यायालय ने अपने आदेश दिनांक 06.04.2011 द्वारा इस प्रकरण को इस न्यायालय को रिमाण्ड करते हुए दोनों पक्षों को सुनवाई का अवसर देकर गुन-दोष पर पंचाट पारित करने का आदेश दिया ।

जिस पर दिनांक 13.12.2011 को प्रकरण पुनः दर्ज किया जाकर दोनों पक्षों को साक्ष्य व दस्तावेज पेश करने का अवसर दिया गया ।

प्रार्थी द्वारा प्रस्तुत व्हेलेम के तथ्य संक्षेप में इस प्रकार है कि— श्रमिक मिठूलाल को नियोजक पक्ष ने दिनांक 30.08.75 के अपने आदेश द्वारा शाखा जावर माईन्स में सेम्प्ल बॉय के पद पर श्रेणी—द्वितीय में वेतन श्रृंखला 160—6—250 में नियुक्त किया । उसके बाद नियोजक द्वारा श्रमिक को दिनांक 01.01.79 को श्रेणी—तृतीय के पद पर पदोन्नत किया । श्रमिक द्वारा विपक्षी के अधीन 09.09.75 से 31.03.84 तक लगातार कार्य किया । नियोजक ने दिनांक 01.05.86 को श्रेणी—चतुर्थ पर पदोन्नत किया व उसके बाद श्रेणी पंचम पर स्वतः पदोन्नत किया गया । जहां दिनांक 01.01.96 से मूल वेतन 3586 रूपये होकर दिनांक 01.07.96 से मूल वेतन 3662 के हिसाब से भुगतान किया जा रहा है, जबकि श्रमिक पक्ष के पश्चात नियोजक पक्ष के यहां कार्यरत कर्मचारी गोपीलाल, चंचल कुमार, तेजसिंह को श्रेणी— पंचम में मूल वेतन 3738 रूपये के हिसाब से भुगतान किया जा रहा है । श्रमिक पक्ष के पश्चात नियुक्त उक्त कर्मचारियों को 2 वर्ष 4 माह बाद पंचम—श्रेणी दी गई है । इसी प्रकार जावर माईन्स में कार्यरत शमशूल हक को दिनांक 01.08.96 से श्रेणी पांच में मूल वेतन 3814 रूपये के हिसाब से भुगतान किया जा रहा है । इस सम्बन्ध में श्रमिक ने कई बार लिखित एवं मौखिक रूप से वेतन असंगति को दूर करने का निवेदन किया, लेकिन नियोजक ने कोई ध्यान नहीं दिया । श्रमिक के नियोजन काल में विपक्षी को कभी कोई शिकायत नहीं रही । इस प्रकार नियोजक द्वारा श्रमिक को अन्य कनिष्ठ समान पद एवं श्रेणी पर कार्यरत कर्मचारियों से वेतन असंगति होने से कम वेतन का भुगतान करना अनुचित श्रम व्यवहार है । इसलिये वेतन विसंगति को दूर कर उसे सभी लाभ दिलाये जाने का निवेदन किया ।

विपक्षी ने अपने जबाब में यह अंकित किया है कि प्रार्थी का वेतन निर्धारण विधिवत विपक्षी संस्थान में मान्यता प्राप्त संघ से दिनांक 29.09.95 को हुए दीर्घ अवधि समझौते के आधार पर किया गया है एवं उसी अनुसार उसको भुगतान किया जा रहा है । प्रार्थी ने दिनांक 30.08.75 को जावर माईन्स में श्रेणी—दो में अपना कार्यभार ग्रहण किया था तथा 31.03.84 तक लगातार कार्य किया एवं प्रार्थी ने प्रबन्धन को जावर खदान से राजपुरा दरीबा खदान में On request transfer की प्रार्थना की जिस पर आदेश दिनांक 16.03.84 से प्रार्थी का स्थानान्तरण किया गया जिस आदेश में ही यह स्पष्ट रूप से सूचित किया था कि “अन्तः वरिष्ठता में कनिष्ठतम रहेंगे ।” प्रार्थी ने उक्त आदेश में वर्णित शर्तों को स्वीकार करते हुए राजपुरा दरीबा खदान ईकाई में कार्यभार ग्रहण किया था । मिठूलाल द्वारा दिनांक 01.05.86 से वरिष्ठ सेम्प्लमेन—, श्रेणी—चार में 8 वर्ष का कार्यकाल पूर्ण करने पर पत्र क्रमांक 568 दिनांक 22.06.94 द्वारा नियमानुसार पदोन्नति दी गई । विभाग में कार्यरत अन्य कर्मचारी गोपीलाल, चंचल कुमार, तेजसिंह दिनांक 04.04.84 को प्रार्थी मिठूलाल के जावर खदान से राजपुरा दरीबा खदान में On request transfer के समय वरिष्ठ सेम्प्लमेन— ।, श्रेणी—तीन में कार्यरत थे एवं मिठूलाल द्वारा इस ईकाई में स्थानान्तरण आदेश में दर्शायी शर्तों के अनुसार मिठूलाल विभाग में कार्यरत अन्य कर्मचारियों से कनिष्ठतम माने गये थे । इसलिये मिठूलाल जावर माईन्स में कार्यरत कर्मचारियों से वेतन असंगति के सम्बन्ध में तुलना करने का हकदार नहीं है । मिठूलाल द्वारा वेतन असंगति के सम्बन्ध में प्रार्थना करने पर उसे इस बाबत सूचित कर दिया था कि उसका वेतन असंगति का मामला नहीं बनता है । मिठूलाल कनिष्ठ कर्मचारी होने के कारण वे वरिष्ठ कर्मचारी से कम वेतन प्राप्त कर रहे हैं । इसलिये प्रार्थी द्वारा प्रस्तुत प्रार्थना पत्र खारिज किये जाने की प्रार्थना की ।

प्रार्थी की और से अपने व्हेलेम के समर्थन में दिनांक 04.12.15 को शपथ पत्र प्रस्तुत किया जिस पर दिनांक 27.01.16 को जिरह हुई व विपक्षी की और से नरेन्द्र पुरोहित का शपथ पत्र पेश हुआ जिससे दिनांक 05.02.18 को जिरह पूरी हुई व उसी दिन साक्ष्य विपक्षी समाप्त की तथा पत्रावली बहस अंतिम में नियत की गई थी, जिसकी और भी ध्यान आकर्षित किया गया ।

बहस सुनी गई । पत्रावली का अवलोकन किया गया ।

प्रार्थी एवं विपक्षी की और से इस मामले में पूर्व पीठासीन अधिकारी के समक्ष दिनांक 16.03.2018 को लिखित बहस प्रस्तुत की गई थी, जिसकी और भी ध्यान आकर्षित किया गया ।

बहस के दौरान प्रार्थी के विधिक प्रतिनिधि ने अपने तर्क में यह प्रकट किया है कि इस मामले में प्रार्थी की और से वेतन संरक्षण एवं स्टेप—अप विपक्षी द्वारा नहीं करने के फलस्वरूप प्रस्तुत हुआ है । जिसमें विपक्षी की ओर से प्रार्थी से कनिष्ठ श्रमिकों को अधिक वेतन दिया गया । साथ ही इस प्रकरण में प्रार्थी का स्थानान्तरण जावर माईन्स से दरीबा माईन्स में वर्ष 1984 में हुआ था । स्थानान्तरण होने के पश्चात विपक्षी द्वारा प्रार्थी को दरीबा माईन्स में सबसे कनिष्ठ श्रमिक माना गया, इस कारण यह विवाद उत्पन्न हुआ, जबकि उसके पश्चात नियुक्त श्रमिकों से प्रार्थी का वेतन कम नहीं होता है न ही उससे कनिष्ठ माना जायेगा । अपनी लिखित बहस में प्रार्थी की और से यह तर्क भी दिया गया है, कि प्रार्थी की ओर से अपने पिता के बीमार होने के कारण घर के नजदीक दरीबा माईन्स में अपना स्थानान्तरण कराने बाबत प्रार्थना पत्र प्रस्तुत किया गया था, लेकिन उस समय उसका स्थानान्तरण न कर काफी समय पश्चात उसका स्थानान्तरण किया गया । अतः उक्त स्थानान्तरण के आधार पर प्रार्थी को वरिष्ठता में कनिष्ठ नहीं माना जा सकता है । आगे अपने तर्कों में यह भी प्रकट किया है कि प्रार्थी ने स्वैच्छिक स्थानान्तरण को भी चुनौति देते हुवे यह प्रकट किया कि उसका स्थानान्तरण स्वैच्छिक नहीं था, विकल्प में उसका यह भी तर्क है कि यदि स्थानान्तरण स्वैच्छिक भी माना जाये तो भी उसे अपने से कनिष्ठ श्रमिकों से कनिष्ठ नहीं माना जा सकता है । इसके अलावा प्रार्थी की और से अपनी लिखित बहस में इस न्यायालय में प्रेषित विवाद से अतिरिक्त अन्य तर्क भी प्रस्तुत किये हैं, जिनका उल्लेख व विवेचन किया जाना आवश्यक नहीं है ।

उपरोक्त तर्कों का खण्डन करते हुवे विद्वान् अधिवक्ता विपक्षी का तर्क है कि इस मामले में प्रार्थी व विपक्षी की ओर से प्रस्तुत साक्ष्य से यह पूर्णरूपेण साबित है कि प्रार्थी की नियुक्ति विपक्षी संस्थान में हुई थी, तत्पश्चात् प्रार्थी ने विपक्षी संस्थान में अपना स्थानान्तरण दरीबा माईन्स में कराने का आवेदन प्रस्तुत किया, जिस पर विपक्षी संस्थान के नियमों के तहत स्वैच्छिक स्थानान्तरण श्रमिक का उस स्थान पर नियुक्त समान वर्ग के श्रमिकों से कनिष्ठ माना जायेगा, इन शर्तों के साथ विपक्षी संस्थान ने प्रार्थी का स्थानान्तरण जावर माईन्स से दरीबा माईन्स में किया था, जिस पर प्रार्थी ने अपनी सहमति दी थी। दरीबा माईन्स में जोईन करने के पश्चात् वह पूर्व पद स्थापन पर समान वर्ग के श्रमिकों से कनिष्ठ माना उस आधार पर उसका व पूर्व नियुक्त श्रमिकों से अपने वेतन की तुलना करने का विवाद नहीं उठा सकता। अतः प्रार्थी का वलेम प्रार्थना पत्र खारिज करने की प्रार्थना की।

प्रार्थी मिटूलाल ने अपनी साक्ष्य में अपने द्वारा प्रस्तुत प्रार्थना पत्रों की पुनरावर्ति करते हुवे यह प्रकट किया है कि विपक्षी संस्थान के जावर माईन्स में सैम्प्ल बॉय के पद पर दिनांक 09.09.1975 को उसकी नियुक्ति हुई थी तथा दिनांक 01.01.1979 को उसे सैम्प्ल मैन तृतीय श्रेणी बना दिया था। आगे अपनी साक्ष्य में यह कहा है कि मेरे अनुरोध पर मेरा स्थानान्तरण जावर माईन्स से दरीबा माईन्स में कर दिया था। यह स्थानान्तरण उदयलाल पालीवाल वरिष्ठ सैम्प्ल मैन तृतीय का पद रिक्त होने के कारण किया गया था। स्वैच्छिक स्थानान्तरण पर कम्पनी के नियमानुसार मुझे स्थानान्तरण के लाभ नहीं दिये गये तथा वरियता का लाभ नहीं दिये जाने के प्रावधान नहीं होते हुए भी विपक्षी द्वारा उसे दरीबा माईन्स में कनिष्ठ बना दिया गया तथा पे-प्रोटेक्ट नहीं की गई। दरीबा माईन्स में दिनांक 04.04.1984 को जोईन किया तब तृतीय श्रेणी में वरिष्ठ सैम्प्ल मैन के पद पर कार्यरत रहते हुए उसका वेतन 716/-रुपये था, जबकि उससे कनिष्ठ श्रमिक रतनलाल, भगवानलाल, आशूराम, बंशीलाल, शंकरलाल सैम्प्ल मैन तृतीय श्रेणी में कार्यरत रहते हुए उनका वेतन 680/-रुपये था। आगे अपनी साक्ष्य में यह कहा है कि उसकी चतुर्थ श्रेणी में पदोन्नति 01.01.1985 को होनी चाहिये थी, जबकि उक्त श्रमिकों की 1986 में होनी चाहिये थी, लेकिन मुझसे कनिष्ठ श्रमिक रतनलाल, भगवानलाल, आशूराम, बंशीलाल, शंकरलाल की पदोन्नति मुझसे पूर्व में की गई। इसी प्रकार अपनी साक्ष्य में अपने से कनिष्ठ श्रमिक गोपीलाल, चंचल कुमार, तेजसिंह की पदोन्नति कर उनका वेतन अपने से अधिक होना प्रकट किया है तथा अपनी साक्ष्य में इन श्रमिकों को कनिष्ठ बताते हुवे अपना वेतन भी इनके वेतन के बराबर किया जाना प्रकट किया है। आगे अपनी साक्ष्य में इस गवाह की ओर से इस न्यायालय में प्रेषित विवाद के पश्चात् के तथ्यों का वर्णन करते हुवे अन्य तथ्य अंकित किये हैं, जिसके विवेचन की कोई आवश्यकता इस प्रकरण नहीं है।

विपक्षी की ओर से प्रस्तुत गवाह नरेन्द्र पुरोहित ने अपने शपथ पत्र में यह प्रकट किया है कि प्रार्थी मिटूलाल की सैम्प्ल बॉय श्रेणी द्वितीय के रूप में दिनांक 30.08.1975 को जावर माईन्स में नियुक्ति हुई थी तथा उसे आदेश दिनांक 01.01.1979 द्वारा वरिष्ठ सैम्प्ल मैन श्रेणी तृतीय में पदोन्नति की गयी थी। मिटूलाल ने हिन्दुस्तान जिंक लिमिटेड की जावर माईन्स ईकाई में कार्यरत रहते हुवे प्रबन्धन को प्रार्थना पत्र पेश कर निवेदन किया कि उसे जावर माईन्स से राजपुरा दरीबा माईन्स में स्वैच्छिक स्थानान्तरण कर दिया जावे। जिसके आधार पर उसकी प्रार्थना पर स्थानान्तरण आदेश दिनांक 16.03.1984 जारी किया गया था, जिसमें कम्पनी के नियमों के अनुसार स्वैच्छिक स्थानान्तरण पर वरिष्ठता में कनिष्ठ रहने तथा किसी प्रकार के स्थानान्तरण के लाभ के हकदार नहीं होने की शर्ती थी। इन शर्तों के आधार पर प्रार्थी का स्थानान्तरण जावर माईन्स से दरीबा माईन्स में किया गया था तथा प्रार्थी ने इन शर्तों को स्वीकार कर दरीबा माईन्स में दिनांक 04.04.1984 को अपना कार्यभार ग्रहण किया था तथा प्रार्थी का वेतन निर्धारण भी मान्यता प्राप्त संघ तथा विपक्षी प्रबन्धन के मध्य दिनांक 29.09.1995 को हुवे समझौते के आधार पर किया गया था तथा स्थानान्तरण आदेश में दर्शायी गयी शर्तों के अनुसार विपक्षी संस्थान की उक्त ईकाई में कार्यरत अन्य कर्मचारियों से कनिष्ठ माना गया था तथा प्रार्थी दरीबा माईन्स में अपने से पूर्व कार्यरत कर्मचारियों से वेतन विसंगति की तुलना करने का हकदार नहीं है, इसके अलावा प्रार्थी अन्य माईन्स में कार्यरत श्रमिकों से वेतन की असंगति के आधार पर अपना वेतन पुनः निर्धारण करने का भी अधिकारी नहीं है। मिटूलाल को नियमानुसार पदोन्नति दी गयी है तथा वर्ष 1981 में उसका वेतन असंगति का मामला बना था जो विपक्षी संस्थान द्वारा उसका वेतन 403/-रुपये से 413/-रुपये कर दिया गया था। इस आदेश की प्रति प्रदर्श R-13 को भी इस बाबत साक्ष्य में प्रदर्शित कराया है तथा अपनी साक्ष्य में यह बताया है कि प्रार्थी का On request transfer का प्रार्थना पत्र था, जिसके आधार पर उसका स्थानान्तरण किया गया था। इस प्रकार उस स्थान पर नियुक्त कर्मचारियों से वह कनिष्ठ माना गया तथा अपने से वरिष्ठ कर्मचारी से वेतन असंगति की तुलना करने का वह अधिकारी नहीं है, न ही प्रार्थी के वेतन असंगति का कोई मामला है।

प्रार्थी और विपक्षी की साक्ष्य से यह स्वीकृत तथ्य सामने आया है कि प्रार्थी की नियुक्ति विपक्षी संस्थान में सैम्प्ल बॉय द्वितीय के पद पर दिनांक 09.09.1975 को की गई थी तथा दिनांक 01.01.1979 को प्रार्थी की वरिष्ठ सैम्प्ल मैन श्रेणी तृतीय के पद पर पदोन्नति की गई थी। तत्पश्चात् इस मामले में प्रार्थी का स्थानान्तरण आदेश दिनांक 29.03.1984 से जावर माईन्स से राजपुरा दरीबा माईन्स में की गई थी जिस पर प्रार्थी ने दिनांक 04.04.1984 को अपना कार्यभार ग्रहण किया तथा उसके कार्यरत अन्य कर्मचारियों से कनिष्ठ माना गया था तथा प्रार्थी का वेतन निर्धारण भी मान्यता प्राप्त संघ तथा विपक्षी प्रबन्धन के मध्य दिनांक 29.09.1995 को हुवे समझौते के आधार पर ग्रहण करते समय विपक्षी संस्थान की ओर से प्रार्थी को उस वर्ग में कार्यरत अन्य कर्मचारियों से सबसे कनिष्ठ माना गया।

प्रार्थी की ओर से अपने स्थानान्तरण आदेश को चुनौति देते हुए यह तर्क दिया गया है कि स्वैच्छिक स्थानान्तरण से अपने पश्चात् विपक्षी संस्थान में नियुक्त कर्मचारियों से कनिष्ठ नहीं माना जा सकता है और सारा विवाद इसी बिन्दू पर है कि क्या स्थानान्तरण के पश्चात् अपने वर्ग में कार्यरत अन्य श्रमिकों से कनिष्ठ माना जायेगा तथा क्या प्रार्थी अपनी नियुक्ति दिनांक से वरिष्ठता प्राप्त करने का अधिकारी है?

इस सम्बन्ध में जो मौखिक एवं दस्तावेजी साक्ष्य प्रस्तुत हुई है, उसमें प्रार्थी की ओर से अपने तर्कों में स्वैच्छिक स्थानान्तरण को चुनौति दी गई है तथा बहस के दौरान भी प्रार्थी के प्रतिनिधि द्वारा प्रार्थी का स्थानान्तरण उसके स्वैच्छिक आवेदन पर नहीं किया जाना प्रकट किया है। इस सम्बन्ध में जो दस्तावेजी साक्ष्य विपक्षी की ओर से प्रस्तुत हुई है, उसमें प्रार्थी का स्थानान्तरण आदेश प्रदर्श R-3 प्रस्तुत किया गया है जो वर्ष 1984 का है, उसमें उल्लेखित शर्त यह थी कि प्रार्थी द्वारा स्वैच्छिक स्थानान्तरण का प्रार्थना पत्र दिया गया, इस आधार पर उसका स्थानान्तरण किया जाता है तथा प्रार्थी सैम्प्ल मैन श्रेणी तृतीय में उक्त यूनिट में स्थानान्तरण किया जाता है तथा वह उक्त यूनिट में उक्त वर्ग में कार्यरत कर्मचारियों से कनिष्ठ माना जायेगा तथा उसे किसी प्रकार का स्थानान्तरण भृत्या नियमों के तहत प्रदान नहीं किया जायेगा, न ही वह जोईनिंग टाईम प्राप्त करने का अधिकारी होगा।

उक्त आदेश के पश्चात् प्रार्थी की और से प्रदर्श R-4A प्रार्थना पत्र विपक्षी संस्थान की दरीबा माईन्स में प्रस्तुत किया गया । जिसमें यह उल्लेख किया गया है कि रिलीव आदेश की पालना में दिनांक 04.04.1984 को अपनी उपस्थिति दे रहा हूं तथा प्रदर्श R-4A पर प्रार्थी मिठूलाल के हस्ताक्षर है व जिसे अपनी साक्ष्य में स्वयं के हस्ताक्षर होना स्वीकार किया है। इस प्रकार विपक्षी की और से प्रस्तुत मौखिक एवं दस्तावेजी साक्ष्य से यह प्रकट होता है कि प्रार्थी ने विपक्षी संस्थान में जावर माईन्स से दरीबा माईन्स में अपना स्वैच्छिक स्थानान्तरण हेतु आवेदन पत्र प्रस्तुत किया था, जिसके आधार पर उसका स्वैच्छिक स्थानान्तरण आदेश प्रदर्श R-3 में उल्लेखित शर्तों के अनुसार प्रार्थी को कोई वरिष्ठता प्रदान न करते हुए उसका स्थानान्तरण किया गया था जिसे स्वीकार करते हुए प्रार्थी ने दिनांक 04.04.1984 को दरीबा माईन्स में अपनी ड्युटी जोईन की थी । इन तथ्यों से पूर्णतया यह प्रकट होता है कि प्रार्थी ने स्थानान्तरण शर्तों को स्वीकार करते हुए दरीबा माईन्स में अपनी ड्युटी जोईन की थी ।

इस सम्बन्ध में प्रार्थी की साक्ष्य के अवलोकन से स्वैच्छिक स्थानान्तरण के बाबत जो तथ्य आये हैं, उसमें प्रार्थी ने जावर माईन्स से दरीबा माईन्स में अपने स्थानान्तरण बाबत स्वैच्छिक आवेदन पत्र प्रस्तुत किया था । इसका उल्लेख प्रार्थी की ओर से प्रस्तुत जबाबूल जवाब के पेरा संख्या 2 में है, जिसमें प्रार्थी ने यह उल्लेख किया है कि आदेश दिनांक 16.03.1984 के आधार पर दिनांक 04.04.1984 को राजपुरा दरीबा में ड्युटी जोईन की थी । इस आदेश से यह स्पष्ट है कि स्थानान्तरण का लाभ यदि On request मान भी लिया जावे तो उसे यात्रा व अन्य भत्ते के रूप में नहीं दिया गया, किन्तु ऐसी कोई विधि या समझौता नहीं है, जिसके अनुसार प्रार्थी-श्रमिक को कनिष्ठतम राजपुरा दरीबा माईन्स में बनाया जा सके । यह समानता के सिद्धान्त के विरुद्ध है । इस प्रकार प्रार्थी ने अपने जबाबूल जवाब में भी On request स्थानान्तरण किया गया यह तथ्य माना है । साथ ही इस सम्बन्ध में प्रार्थी की ओर से प्रस्तुत अपने शपथ पत्र के पेरा नम्बर 2 में यह उल्लेख किया है कि मेरे अनुरोध पर मेरा स्थानान्तरण वर्तमान पद वरिष्ठ सैम्प्ल मैन श्रेणी तृतीय पर किया गया था तथा इस शर्त पर किया गया था कि उसे स्वैच्छिक स्थानान्तरण का लाभ नियमों के तहत नहीं दिया जायेगा । इस बाबत जो जिरह हुई है, उसमें प्रार्थी ने अपनी जिरह में यह स्वीकार किया है कि प्रदर्श R-3 कार्यालय आदेश में A से B ईवारत सही है तथा प्रदर्श R-4A में जो मैंने अपने स्थानान्तरण आदेश की पालना में प्रस्तुत किया था, वह पत्र मेरे द्वारा लिखा गया था । इससे भी यह प्रकट होता है कि प्रार्थी को अपने स्थानान्तरण आदेश का पूर्ण ज्ञान था तथा उसने प्रदर्श R-3 के अनुसार दरीबा माईन्स में उपस्थिति बाबत प्रार्थना पत्र पेश किया था, उसे स्वीकार किया है । साथ ही इस गवाह ने अपनी जिरह में यह भी स्वीकार किया है कि मैंने स्थानान्तरण में अंकित उक्त शर्तों की पालना की थी । यह भी सही है कि कैटेगरी 3 में पहले से लोग कार्यरत थे । यह भी सही है कि मुझे स्थानान्तरण से वेतन की हानि नहीं हुई है ।

इस तरह से दोनों पक्षों की साक्ष्य से यह पूर्णरूपेण साबित होता है कि प्रार्थी को विपक्षी संस्थान द्वारा जावर माईन्स से दरीबा माईन्स में उसके स्वैच्छिक स्थानान्तरण का प्रार्थना पत्र प्रस्तुत किये जाने पर विपक्षी ने उसका स्थानान्तरण किया था तथा उक्त स्थानान्तरण की शर्तों को मानते हुवे प्रार्थी ने दिनांक 04.04.1984 को दरीबा माईन्स में अपनी ड्युटी जोईन की थी । स्थानान्तरण आदेश प्रदर्श R-3 विपक्षी संस्थान की ओर से जारी किया था, जो प्रार्थी के स्वैच्छिक स्थानान्तरण के आवेदन पर जारी किया गया था । इस सम्बन्ध में विपक्षी की ओर से अपनी संस्थान में श्रमिकों के पदोन्नति व नियुक्ति के सम्बन्ध में अक्टूबर 1981 में नियम बनाये थे जो प्रदर्श R-13 है । उक्त नियमों के नियम 4 के तहत जिसमें यह उल्लेख है कि यदि कोई श्रमिक एक युनिट से दूसरे युनिट में स्थानान्तरण चाहता है तो उसके स्वैच्छिक स्थानान्तरण वाले यूनिट में कार्यरत कर्मचारियों से सबसे कनिष्ठ माना जायेगा तथा कनिष्ठ के पद पर स्थानान्तरण किया जायेगा ।

विपक्षी संस्थान की ओर से अपने संस्थान के नियमों के तहत प्रदर्श R-13 में वर्णित शर्तों के अधीन प्रार्थी का स्वैच्छिक स्थानान्तरण आदेश प्रदर्श R-3 के द्वारा किया गया तथा प्रार्थी की साक्ष्य से भी यह तथ्य साबित है कि उसने इस आदेश की पालना में दिनांक 04.04.1984 को दरीबा माईन्स में अपनी ड्युटी जोईन की थी तथा स्वैच्छिक स्थानान्तरण से उसकी श्रेणी में अन्य श्रमिक जो कार्यरत थे, उक्त श्रमिकों की नियुक्ति अपनी नियुक्ति के पश्चात् होना बताते हुवे प्रार्थी ने उनसे वरिष्ठ होना बताते हुवे अपनी वरिष्ठता की मांग तथा उस आधार पर अपना वेतन निर्धारण करने व स्टेप-अप कराने की प्रार्थना की । जबकि साक्ष्य से यह साबित है कि विपक्षी संस्थान में अपनी संस्थान के नियमों के तहत स्वैच्छिक स्थानान्तरण का आवेदन स्वीकार करते हुवे उसे जावर माईन्स से दरीबा माईन्स में स्थानान्तरित किया, जहां पर प्रार्थी ने अपनी ड्युटी जोईन की । अतः प्रार्थी उक्त स्थानान्तरण से अपने वर्ग में कार्यरत श्रमिकों से सबसे कनिष्ठ माना जायेगा ।

इस तथ्य की पुष्टि विपक्षी की ओर से माननीय सर्वोच्च न्यायालय द्वारा पारित प्रस्तुत न्यायिक दृष्टान्त Civil Appeal No. 2766/2009 Surendra Singh Beniwal Vs. Hukum Singh on 23 April 2009 से होती है । जिसमें माननीय सर्वोच्च न्यायालय द्वारा उत्तर प्रदेश शिक्षा विभाग के इन्टर बीडीयेट कॉलेज के अध्यापक को उसका स्वैच्छिक स्थानान्तरण अन्य विद्यालय में किये जाने पर स्थानान्तरित विद्यालय में सबसे कनिष्ठ अध्यापक माने जाने के कारण U.P. Intermediate Education Act के तहत सही ठहराया था तथा यह अभिनिर्धारित किया गया कि ये नियम स्थानान्तरित कॉलेज में पहले से पद स्थापित अध्यापकों के हितों को सुरक्षित करने के लिए निर्णय किया है तथा अध्यापक को वरिष्ठता में सबसे कनिष्ठ माना जायेगा ।

हस्तगत मामले में विपक्षी संस्थान के नियम प्रदर्श R-13 जो अक्टूबर, 1981 में निर्मित किये गये थे, से स्वैच्छिक स्थानान्तरण के नियमों के तहत स्वैच्छिक स्थानान्तरण पर आया कर्मचारी उक्त स्थान पर समान वर्ग के पूर्व से कार्यरत अन्य कर्मचारियों से वरियता कम में सबसे नीचे माना जायेगा । ये नियम विधि सम्मत है तथा वहां पर कार्यरत अन्य श्रमिकों के हितों को सुरक्षित रखने बाबत है । उसके आधार पर प्रार्थी का स्थानान्तरण आदेश प्रदर्श R-3 के द्वारा किया गया स्थानान्तरण और उसमें उल्लेखित शर्त जिनके आधार पर प्रार्थी राजपुरा दरीबा खदान में अपने वर्ग में सबसे कनिष्ठ श्रमिक माना जावेगा । अतः प्रार्थी का यह तर्क माने जाने योग्य नहीं है कि स्थानान्तरण के पश्चात् वह स्थानान्तरण स्थल पर अपने पश्चात् नियुक्त कर्मचारियों से वरिष्ठ माना जाये ।

अतः इस मामले में विपक्षी संस्थान में दिनांक 04.04.1984 को प्रार्थी को राजपुरा दरीबा खदान में नियुक्ति के पश्चात् उसको वरियता में कनिष्ठ मानते हुए उसका वेतन निर्धारण व स्टेप-अप किया गया है वह अपने से वरिष्ठ कर्मचारी से वेतन का स्टेप-अप व वेतन की तुलना नहीं कर सकता है तथा साक्ष्य से यह पूर्ण रूपेण साबित है कि विपक्षी संस्थान द्वारा प्रार्थी का वेतन

संरक्षण व स्टेप—अप किया है वह नियमों के अनुसार किया है तथा राजपुरा दरीबा मार्ईन्स में प्रार्थी से कोई कनिष्ठ कर्मचारियों हो और उसे अधिक वेतन प्रदान किया गया हो, यह साक्ष्य से साबित नहीं है ।

इस मामले में बहस के दौरान विद्वान अधिवक्ता विपक्षी की और से यह तर्क दिया गया है कि भारत सरकार द्वारा इस न्यायालय को अधिनिर्णयार्थ जो प्रसंग प्रेषित किया है उसमें प्रार्थी की यूनियन पक्षकार है तथा यह विवाद वेतन विसंगति एवं स्टेप—अप से संबंधित है, जो प्रार्थी की यूनियन द्वारा ही प्रस्तुत किया जा सकता है, जबकि यह प्रकरण प्रार्थी स्वयं द्वारा प्रस्तुत किया गया है, अतः उसकी और से पहले उसके अधिवक्ता द्वारा तत्पश्चात् उसके विधिक प्रतिनिधि द्वारा पैरवी की जा रही है, जबकि धारा 36 औद्योगिक विवाद अधिनियम के तहत उसके अधिवक्ता द्वारा पैरवी करने के लिये इजाजत नहीं ली गई है तथा श्रमिक संघ द्वारा पैरवी नहीं किये जाने के कारण यह प्रकरण इसी आधार पर खारिज किये जाने योग्य है ।

उपरोक्त तर्कों का विरोध करते हुए प्रार्थी प्रतिनिधि की और से यह तर्क दिया है कि प्रार्थी की साक्ष्य से यह साबित है कि यह मामला श्रमिक संघ द्वारा उठाया गया था तथा श्रमिक संघ की और से श्रम आयुक्त के यहां विवाद प्रस्तुत किया गया था, जहां से मामला सक्षम सरकार को भेजे जाने पर इस न्यायालय में यह प्रसंग प्रेषित हुआ है । उस प्रसंग में पक्षकार श्रमिक संघ ही है, तत्पश्चात् इस न्यायालय में श्रमिक संघ द्वारा पैरवी नहीं की गई है, इस कारण प्रार्थी की और से प्रारम्भ में पहले अधिवक्ता की और से तत्पश्चात् विधिक प्रतिनिधि द्वारा पैरवी की जा रही है । विपक्षी की और से भी अपने अधिवक्ता के द्वारा पैरवी की जा रही है । इतने वर्षों से यह प्रकरण न्यायालय में लम्बित है तथा विपक्षी की और से इसमें पैरवी करने से कभी मना नहीं किया गया है । फलस्वरूप यह तथ्य माने जाने योग्य नहीं है कि न्यायालय की अनुमति के बिना प्रार्थी की और से उसके अधिवक्ता या प्रतिनिधि की और से पैरवी की जा रही है तथा धारा 36 औ. वि. अधिनियम के तहत यह प्रकरण खारिज होने योग्य नहीं है । अपने तर्कों के समर्थन में प्रार्थी की और से निम्नांकित न्यायिक दृष्टान्त पेश किया है ।

Superme Court Appeal (Civil) 1089/2003

J.H.Jadhav Vs. M/s. Forbes Gokak Ltd.

Date of Judgment 11/02/2005

उक्त न्यायिक दृष्टान्त में कर्मकार की पदोन्नति का मामला था, लेकिन उक्त प्रकरण में पैरवी श्रमिक संघ द्वारा की गई थी, जिसे सही ठहराया गया था ।

(1) AIR 1966 (S.C.) 182 (V 53 C 41)

Workman of M/s.Dharam Pal Vs. M/s Dharma Pal Premchand

(2) AIR 1970 (S.C.) 1205 (V 57 G 252)

M/s. Westran India Watch Vs.

इन दोनों प्रकरणों में कर्मकार की बर्खास्तगी के सम्बन्ध में विवाद था, जबकि हस्तगत मामले में वेतन निर्धारण से संबंधित विवाद है । अतः इन दोनों न्यायिक दृष्टान्त से प्रार्थी को कोई मदद नहीं मिलती है ।

हस्तगत मामले के अवलोकन से यह प्रकट होता है कि इस न्यायालय में केन्द्रीय सरकार द्वारा यह प्रसंग अखिल भारतीय जस्ता उत्पादक श्रमिक संघ की और से प्रार्थी श्रमिक मिठूलाल के विवाद के सम्बन्ध में विपक्षी संस्थान के विरुद्ध प्रेषित किया गया है । प्रार्थी की और से प्रस्तुत साक्ष्य तथा उसकी और से प्रस्तुत दस्तावेज़ प्रदर्श—26 लगायत प्रदर्श—33 के अवलोकन से यह प्रकट होता है कि प्रार्थी के वेतन सम्बन्धी विवाद को प्रार्थी के श्रमिक संघ द्वारा सर्वप्रथम श्रम आयुक्त के समक्ष उठाया था, जहां विपक्षी संस्थान की और से भी उपस्थिति दी थी । समझौता वार्ता असफल होने के पश्चात् यह मामला सक्षम सरकार को प्रेषित किया गया, जहां से यह प्रसंग निर्धारण हेतु इस न्यायालय को प्राप्त हुआ । इस न्यायालय में यह प्रकरण दिनांक 09.10.2000 को दर्ज हुआ तथा यहां पर प्रार्थी की और से स्वयं ने आवेदन प्रस्तुत किया था तथा उसकी और से पहले उसके अधिवक्ता की और से तत्पश्चात् उसके प्रतिनिधि द्वारा पैरवी की जा रही है तथा विपक्षी की और से इस प्रकरण में पैरवी उनके अधिवक्ता की और से की जा रही है । औ. वि. अधिनियम की धारा 36 के तहत दोनों पक्षकारों ने न्यायालय से अपने अधिवक्ता या प्रतिनिधि के माध्यम से पैरवी हेतु लिखित इजाजत नहीं ली है, लेकिन 10 वर्ष से पक्षकारों के अधिवक्ता या प्रतिनिधि द्वारा इस प्रकरण में पैरवी की जा रही है, जिसे इस न्यायालय द्वारा कभी रोका नहीं गया है । अतः यह माने जाने योग्य है कि न्यायालय की स्वीकृति से दोनों पक्षों के अधिवक्ता व प्रतिनिधि द्वारा उनके प्रकरण में पैरवी की जा रही है । साथ ही साक्ष्य से यह तथ्य साबित होता है कि प्रार्थी का विवाद श्रम आयुक्त के यहां श्रमिक संघ द्वारा उठाया गया था लेकिन इस न्यायालय में प्रसंग प्राप्त होने के पश्चात् श्रमिक संघ उपस्थित नहीं आ रहा है । संघ के पदाधिकारी व प्रार्थी के मध्य विवाद होने के कारण संघ ने उसकी पैरवी छोड़ दी है तथा विगत 18 वर्षों से प्रार्थी के अधिवक्ता व विधिक प्रतिनिधि द्वारा प्रकरण में पैरवी की गई है । औद्योगिक विवाद अधिनियम के तहत प्रार्थी का विवाद श्रमिक संघ द्वारा उठाया जाना मानते हुए प्रार्थी के द्वारा अब पैरवी किया जाना विधि सम्मत होना पाया जाता है । अतः प्रकरण के तथ्यों एवं परिस्थितियों को देखते हुए इस विवाद में पैरवी प्रार्थी द्वारा स्वयं किया जाना पूर्णतः विधि सम्मत है ।

अतः उपरोक्त विवेचन के आधार पर विपक्षी संस्थान द्वारा प्रार्थी का वेतन संरक्षण व स्टेप—अप किया है वह नियमों के अनुसार किया है तथा प्रार्थी से कनिष्ठ कर्मचारियों को प्रार्थी से अधिक वेतन प्रदान नहीं किया गया है ।

अतः भारत सरकार द्वारा प्रेषित प्रसंग दिनांक 30 अगस्त, 2000 को उत्तरित करते हुए पंचाट इस प्रकार पारित किया जाता है कि—

प्रबन्धक, हिन्दुस्तान जिंक लिमिटेड, राजपुरा दरीबा मार्ईन्स, दरीबा, जिला राजसमन्द द्वारा प्रार्थी मिठूलाल को वेतन संरक्षण व स्टेप-अप नहीं देना उचित एवं वैध है तथा राजपुरा दरीबा मार्ईन्स में प्रार्थी से कोई कनिष्ठ कर्मचारियों हो और उसे अधिक वेतन प्रदान किया गया हो, यह साबित नहीं है।

अतः प्रार्थी कोई राहत पाने का अधिकारी नहीं है।

पंचाट प्रकाषनार्थ समुचित सरकार को भेजा जावें।

पंचाट आज दिनांक 23.08.2018 को खुले न्यायालय में लिखाया जाकर सुनाया गया।

अरुण कुमार दुबे, न्यायाधीष

नई दिल्ली, 27 दिसम्बर, 2018

का. आ. 47.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मेसर्स अशोका मिनरल्स के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में औद्योगिक अधिकरण एवं श्रम न्यायालय, उदयपुर के पंचाट (संदर्भ संख्या 03/2009) को प्रकाशित करती है जो केन्द्रीय सरकार को 24.12.2018 को प्राप्त हुआ था।

[सं. एल-29012/90/2008-आईआर(एम)]

डी. के. हिमांशु, अवर सचिव

New Delhi, the 27th December, 2018

S.O. 47.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 03/2009) of the Industrial Tribunal/Labour Court, Udaipur now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s Ashoka Minerals and their workman, which was received by the Central Government on 24.12.2018.

[No. L-29012/90/2008-IR(M)]

D. K. HIMANSHU, Under Secy.

अनुबंध

औद्योगिक विवाद अधिकरण एवं श्रम न्यायालय, उदयपुर (राजस्थान) पीठासीन अधिकारी — श्री अरुण कुमार दुबे

प्रकरण संख्या 03/2009 I.T.R. (C)

श्री राजकुमार पिता मोगाराम मीणा (मृतक)
निवासी गांव व पोस्ट डेलाना, तह. खैरवाडा, जिला उदयपुर के बजाय

- (1) श्रीमती सरिता पल्ली स्व. राजकुमार मीणा
- (2) सुश्री मोनिका पुत्री स्व. राजकुमार मीणा आयु 11 वर्ष
- (3) सुश्री रंजना पुत्री स्व. राजकुमार मीणा आयु 8 वर्ष
- (4) श्री नितीन पिता स्व. राजकुमार मीणा आयु 5 वर्ष
- (5) सुश्री खुशबू पुत्री स्व. राजकुमार मीणा आयु 4 वर्ष
चारों नाबालिंग जरिये संरक्षक माता श्रीमती सरीता
निवासीयान गांव मसारो की ओवरी, तह. खैरवाडा

...प्रार्थीगण

विरुद्ध

श्री मैनेजर, अशोका मिनरल्स,

मु. पो. ढेलाणा, तहसील खैरवाडा, जिला उदयपुर

...विपक्षी

उपस्थित :

प्रार्थी की और से : श्री राजेश सिंधवी, अधिवक्ता

विपक्षी की और से : श्री हर्षवर्धन जैन, अधिवक्ता

पंचाट

दिनांक 27 नवम्बर, 2018

भारत सरकार के श्रम विभाग की अधिसूचना क्रमांक L-29012/ 90/2008-IR{M} New Delhi दिनांक 18.11.2008 के द्वारा निम्नांकित विवाद इस न्यायालय को अधिनिर्णयार्थ प्रेषित किया गया –

“Whether the action of the management of
M/s Ashoka Minerals, Village & Post Dhelana
Tehsil Kherwara Distt.Udaipur in terminating
the Service of Shri Rajkumar Meena S/o Shri
Mogaram Meena w.e.f. 03/08/2017 is just and
legal ? To what relief the workmen is entitled
and from which date ?”

उक्त आषय का प्रसंग प्राप्त होने पर न्यायालय द्वारा प्रकरण दर्ज किया जाकर सम्बन्धित पक्षकारान को नोटिस जारी किये गये।

दिनांक 25.02.2010 को श्रीमती सरिता मीणा ने एक प्रार्थना पत्र पेश कर निवेदन किया कि उसके पति राजकुमार मीणा का दिनांक 14.09.2009 को निधन हो गया है तथा राजकुमार मीणा की वह स्वयं तथा चार बच्चे मोनिका, रंजना, नितिन, खुशबू विधिक वारिसान हैं। इसलिये राजकुमार मीणा के स्थान पर उहै पक्षकार बनाये जाने का आदेश प्रदान किया जावे। जिस पर न्यायालय द्वारा दिनांक 23.08.10 को श्रीमती सरिता व अन्य को रेकार्ड पर लिये जाने का आदेश दिया।

प्रार्थी पक्ष की और से दिनांक 23.08.10 को क्लेम किया गया, जिसके संक्षेप में तथ्य इस प्रकार है कि राजकुमार मीणा को दिनांक 01.03.2005 को विपक्षी संस्थान में ‘डेरिक केन ऑपरेटर’ के पद पर नियुक्त किया। जहां राजकुमार मीणा से दिनांक 02.08.2007 तक लगातार कार्य लिया गया व जब दिनांक 03.08.2007 को राजकुमार मीणा विपक्षी के समक्ष ड्युटी के लिये उपस्थित हुआ तो विपक्षी ने उसे बिना कोई कारण बताये ड्युटी पर लेने से इन्कार कर मौखिक आदेश से सेवा पृथक कर दिया। सेवा पृथक करने से पूर्व कोई आरोप पत्र, चेतावनी पत्र नहीं दिया, न ही सेवा पृथक करने से पूर्व कोई नोटिस या नोटिस-पे का भुगतान किया, न मुआवजा राशि अदा की। विपक्षी के अधीन नियोजन के दौरान राजकुमार मीणा की कभी कोई शिकायत नहीं रही और राजकुमार मीणा ने पूरी निष्ठा के साथ विपक्षी के यहां कार्य किया। इस प्रकार विपक्षी द्वारा राजकुमार मीणा को अवैध व अनुचित रूप से सेवा पृथक कर दिया। इसलिये सेवा मुक्ति को अवैध व अनुचित घोषित किया जावे तथा सेवा पृथक दिनांक से उनकी मृत्यु दिनांक 14.09.2009 तक की अवधि का सम्पूर्ण वेतन व अन्य लाभ दिलाये जावे।

विपक्षी ने अपना जबाब पेश कर प्रार्थना पत्र में अंकित तथ्यों को अस्वीकार करते हुए यह अंकित किया कि राजकुमार मीणा की विपक्षी संस्थान में कभी भी स्थायी नियुक्ति नहीं की गई, बल्कि राजकुमार मीणा दैनिक वेतन के आधार पर कार्य करते थे तथा राजकुमार द्वारा दिनांक 01.03.2005 से 02.08.2007 तक नियमित तौर पर कार्य नहीं किया। राजकुमार मीणा कई बार शराब पीकर आने लगे, जिस पर उसे कई बार शराब पीकर आने से मना किया। विपक्षी द्वारा कभी भी राजकुमार मीणा को सेवा पृथक नहीं किया गया, बल्कि राजकुमार मीणा को अत्यधिक शराब की लत पड़ जाने के कारण वह नौकरी पर उपस्थित नहीं होता था। विपक्षी द्वारा उसे सेवा पृथक नहीं किया गया इसलिये उसे आरोप पत्र, चेतावनी पत्र, नोटिस या क्षतिपूर्ति राशि देने की आवश्यकता नहीं थी। राजकुमार मीणा को कभी सेवा पृथक नहीं किया गया, बल्कि अत्यधिक शराब की लत पड़ जाने के कारण वह नौकरी पर उपस्थित नहीं होता था। इसलिये प्रार्थीगण का क्लेम खारिज किये जाने की प्रार्थना की।

प्रार्थी की और से अपने क्लेम के समर्थन में श्रीमती सरिता का शपथ पत्र पेश हुआ जिससे विपक्षी अधिवक्ता ने जिरह की। विपक्षी की और से श्री नासीर हुसैन व हरीश कुमार अरोरा का शपथ पत्र पेश हुआ जिनसे प्रार्थी अधिवक्ता ने जिरह की।

पक्षकारों के अधिवक्ता की बहस सुनी गई। पत्रावली का अवलोकन किया गया।

प्रार्थी अधिवक्ता का तर्क है कि प्रार्थी ने विपक्षी संस्थान में दिनांक 01.03.2005 से 02.08.2007 तक लगातार केन ऑपरेटर के पद पर कार्य किया था तथा उसके कार्य से विपक्षी संस्थान को कभी कोई शिकायत नहीं रही, बल्कि प्रार्थी एक अच्छा कर्मकार था, इस बाबत विपक्षी संस्थान द्वारा उसे एक प्रमाण पत्र प्रदर्श-2 जारी किया था तथा विपक्षी द्वारा अपने जबाब व साक्ष्य में यह

प्रकट किया कि राजकुमार मीणा शराब पीकर आने लगा था इसलिये उसे कार्य पर नहीं लिया जाता था, लेकिन इस बाबत विपक्षी द्वारा कभी भी कोई नोटिस वगैरा उसे नहीं दिया । प्रार्थी द्वारा अपने नियोजन के दौरान प्रत्येक वार्षिक काल में 240 दिन से अधिक की सेवाएं दी तथा उसे बिना किसी कारण से दिनांक 03.08.2007 को विपक्षी के समक्ष ड्युटी के लिये उपस्थित हुआ तो उसे बिना कोई कारण बताये ड्युटी पर लेने से इन्कार कर मौखिक आदेश से अवैध रूप से सेवा पृथक कर दिया तथा सेवा पृथक करने के बाद दिनांक 14.09.2009 को उसकी मृत्यु हो गई । इसलिये सेवा मुक्ति को अवैध घोषित किया जावे तथा राजकुमार को सेवा पृथक करने की दिनांक से उसकी मृत्यु दिनांक तक की अवधि का सम्पूर्ण लाभ दिलाया जावे ।

विपक्षी ने उक्त तर्कों का विरोध करते हुए यह प्रकट किया कि राजकुमार मीणा विपक्षी संस्थान में नियमित तौर पर कार्यरत नहीं था बल्कि उसे दैनिक वेतन के आधार पर नियुक्त किया गया था तथा उसे दैनिक वेतन के आधार पर ही भुगतान किया जाता था । राजकुमार मीणा अधिकांशतः शराब पीकर आने लगा इस पर उसे कई बार शराब पीकर न आने को कहा गया तथा वह शराब पीकर डैरिक केन ऑपरेटर का कार्य करता तो सम्पूर्ण स्टाफ को डर लगता था कि कहीं कोई दुर्घटना घटित न हो जावे इस बारे में उसे चेतावनी भी दी गई थी तथा स्वयं राजकुमार को शराब की लत लगने से वह ही नौकरी पर नहीं आता था । राजकुमार ने किसी भी वर्ष में 240 दिन कार्य नहीं किया । राजकुमार द्वारा शराब पीकर आने व केन ऑपरेटर का कार्य करने से किसी भी समय बड़ा हादसा होने की संभावना बनी रहती थी और वह स्वयं ही नौकरी पर उपस्थित नहीं होता था विपक्षी द्वारा उसे सेवा पृथक नहीं किया गया । इसलिये प्रार्थीगण कोई लाभ प्राप्त करने के अधिकारी नहीं है ।

कलेम प्रार्थना पत्र के समर्थन में राजकुमार की पत्नी श्रीमती सरिता ने अपने शपथ पत्र में कलेम प्रार्थना के तथ्यों की पुनरावर्ति की है तथा यह प्रकट किया कि उसके पाति विपक्षी संस्थान में 01.03.2005 से 02.08.2007 तक लगातार कार्यरत थे तथा दिनांक 03.08.2007 को जब वे ड्युटी के लिये उपस्थित हुआ तो उसे बिना कोई कारण बताए ड्युटी पर लेने से इन्कार कर दिया तथा मौखिक आदेश से सेवा पृथक कर दिया । अपनी जिरह में यह कहा कि नौकरी पर निकालने का मुकदमा उसके पति ने ही लगाया था ।

विपक्षी की ओर से नासीर हुसैन व हरीश कुमार का शपथ पत्र प्रस्तुत हुआ जिसमें उन्होंने विपक्षी द्वारा प्रस्तुत जबाब के तथ्यों की पुनरावर्ति की की है तथा यह प्रकट किया कि राजकुमार मीणा ने कभी भी विपक्षी संस्थान में दिनांक 01.03.05 से 02.08.07 तक नियमित तौर पर कार्य नहीं किया, बल्कि उसके द्वारा दैनिक वेतन के आधार पर कार्य किया गया । राजकुमार शराब का सेवन करके आने लगा जिस हेतु कई बार उसे माईन्स मैनेजर व माईन्स सुपरवाईजर द्वारा शराब पीकर आने से मना किया तथा उसे कई बार चेतावनी भी दी गई थी एवं राजकुमार शराब की लत के कारण ही कई बार अपनी ड्युटी पर उपस्थित नहीं होता था ।

इस प्रकरण में प्रार्थी पक्ष की ओर से यह बताया गया है कि राजकुमार ने विपक्षी संस्थान में दिनांक 01.03.2005 से 02.08.2007 तक लगातार डैरिक केन ऑपरेटर के पद पर कार्य किया था । विपक्षी की ओर से प्रस्तुत जबाब व साक्ष्य में यह बताया गया कि राजकुमार मीणा ने कभी भी विपक्षी संस्थान में दिनांक 01.03.2005 से 02.08.2007 तक नियमित तौर पर कार्य नहीं किया, बल्कि उसके द्वारा दैनिक वेतन के आधार पर कार्य किया । इस प्रकार भले ही राजकुमार ने विपक्षी संस्थान में दैनिक वेतन के आधार पर कार्य किया हो, बल्कि उसके द्वारा उक्त अवधि में विपक्षी के यहां डैरिक केन ऑपरेटर के पद पर कार्य किया यह तथ्य तो साबित हो जाता है । इसके अलावा विपक्षी संस्थान की ओर से प्रदर्श-2 प्रमाण पत्र जारी किया उसमें भी यह अंकित है कि राजकुमार मीणा ने दिनांक 01.03.2005 से 31.07.2007 तक डैरिक केन ऑपरेटर के पद पर कार्य किया था ।

जहां तक प्रार्थी को दिनांक 03.08.2007 को सेवा पृथक करने का प्रश्न है, प्रार्थी पक्ष की ओर से अपने कलेम व शपथ पत्र में यह कहा है कि दिनांक 03.08.2007 को जब राजकुमार मीणा विपक्षी के यहां ड्युटी पर उपस्थित हुआ तो विपक्षी ने बिना कोई कारण बताए उसे ड्युटी पर लेने से इन्कार कर मौखिक आदेश से सेवा पृथक कर दिया । जबकि विपक्षी की ओर से यह साक्ष्य प्रस्तुत की गई है कि विपक्षी संस्थान द्वारा कभी भी राजकुमार को अवैध रूप से सेवा पृथक नहीं किया गया, बल्कि राजकुमार स्वयं ही अत्यधिक शराब का सेवन किये जाने की लत पड़ जाने की वजह से वह नौकरी पर उपस्थित नहीं होता था ।

इस प्रकार विपक्षी द्वारा यह प्रकट किया गया कि राजकुमार को उनके द्वारा सेवा पृथक नहीं किया गया, बल्कि वह स्वयं ही शराब की लत पड़ जाने के कारण नौकरी पर उपस्थित नहीं होता था । इस सम्बन्ध में नासीर हुसैन ने अपनी जिरह में यह कहा कि प्रार्थी के अनुपस्थिति बाबत कोई नोटिस नहीं दिया । प्रार्थी को शराब पीकर आने की अनुशासन में नहीं रहने का कोई नोटिस नहीं दिया । हरीश कुमार अरोरा ने भी अपनी जिरह में इस तथ्य को स्वीकार किया है कि प्रार्थी के ड्युटी पर नहीं आने बाबत उसे नोटिस नहीं दिया था ।

जहां तक राजकुमार मीणा के द्वारा शराब पीकर ड्युटी पर आने का प्रश्न है, विपक्षी की ओर से यह भी बताया गया कि राजकुमार मीणा शराब पीकर आने लगा इस बारे में उसे मना भी किया था तथा शराब पीकर वह केन ऑपरेटर का कार्य करने के लिये बैठता तो स्टाफ में डर लगने लग गया था तथा कभी भी कोई हादसा होने की संभावना बनी रहती थी ।

इस सम्बन्ध में नासीर हुसैन ने अपनी जिरह में यह कहा कि प्रार्थी के शराब पीकर आने के बारे में किसी ने भी लिखी शिकायत की हो तो उसे पता नहीं । जिस मैनेजर ने प्रार्थी को शराब पीकर आने की बात कहीं उसका नाम आज याद नहीं है । हरीश अरोरा ने भी अपनी जिरह में कहा कि वह स्पष्ट नहीं बता सकता कि प्रार्थी एक महिने में कितनी बार शराब पीकर आता था ।

इस प्रकार विपक्षी की ओर से जो साक्ष्य पेश हुई है उसमें नासीर हुसैन को यह भी पता नहीं कि किसी ने प्रार्थी के शराब पीकर आने की शिकायत की हो । हरीश अरोरा यह नहीं बता सकता कि प्रार्थी एक महिने में कितनी बार शराब पीकर आता था । इसके अलावा विपक्षी की ओर से ऐसी कोई दस्तावेजी साक्ष्य भी पेश नहीं की गई कि राजकुमार मीणा शराब पीकर आता हो और उसे कोई चेतावनी दी गई हो ।

प्रार्थी पक्ष की ओर से प्रदर्श-2 प्रमाण पत्र प्रदर्शित कराया है । जिसमें राजकुमार मीणा का उनके यहां दिनांक 01.03.2005 से 31.07.2007 तक डैरिक केन ऑपरेटर के पद पर कार्यरत होना तथा उक्त अवधि में हार्ड वर्कर निष्क्रिय होना बताया है ।

यदि राजकुमार मीणा को शराब पीने की लत होती और वो आये दिन शराब पीकर उनके यहां उपस्थित होता तो विपक्षी संस्थान इस प्रकार का प्रमाण पत्र जारी नहीं करता । इसके अलावा हरीश अरोरा ने अपनी जिरह में यह स्वीकार किया है कि प्रार्थी के कार्य में कोई शिकायत नहीं थी ।

विपक्षी की ओर से यह भी प्रकट किया गया कि राजकुमार मीणा को कभी नौकरी से नहीं निकाला और वह शराब पीने की लत के कारण नौकरी पर उपस्थित नहीं होता था । इस बाबत विपक्षी की ओर से जो हाजरी रजिस्टर पेश किया गया उससे यह प्रतीत नहीं होता कि वह राजकुमार के अत्यधिक शराब पीने की लत के कारण वह स्वयं नौकरी पर उपस्थित नहीं होता था ।

जहां तक विपक्षी संस्थान में राजकुमार मीणा द्वारा अपने नियोजन काल में प्रत्येक वार्षिक काल में 240 दिन से अधिक कार्य दिवस पर उपस्थित होकर अपनी सेवाएं देने का प्रश्न है । इस सम्बन्ध में सरिता मीणा ने अपनी साक्ष्य में यह कथन किया कि उसके पति अपने सम्पूर्ण नियोजन काल के दौरान प्रत्येक वार्षिक काल में 240 दिन से अधिक कार्य दिवस पर उपस्थित होकर अपनी सेवाएं अर्पित की हैं । नासीर अहमद से इस सम्बन्ध में जिरह की गई तो उसने अपनी जिरह में यह कहा कि प्रार्थी के उपस्थिति पंजिका के अनुसार एक साल में 240 दिन से अधिक दिन हो रहे हो तो वह नहीं बता सकता, जबकि यह गवाह पढ़ा-लिखा है तथा विपक्षी संस्थान में एकाउन्टस मैनेजर के पद पर कार्यरत है, यदि राजकुमार मीणा द्वारा अपने नियोजन के दौरान किसी भी वर्ष में 240 दिन कार्य किया गया होता, तो वह इस तथ्य को गलत बताता कि राजकुमार मीणा द्वारा किसी भी वर्ष में 240 दिन कार्य किया हो । गवाह हरीश अरोरा ने अपनी जिरह में पहले तो इस तथ्य को गलत बताया कि प्रार्थी ने रेकार्ड के अनुसार प्रति वर्ष 240 दिन कार्य किया हो, फिर कहा कि उसने एक बार ही 240 दिन तक कार्य किया । इसके अलावा विपक्षी के यहां संधारित मस्टररोल के अनुसार भी ऐसा प्रतीत नहीं होता कि राजकुमार मीणा ने 240 दिन कार्य नहीं किया हो । प्रदर्श-2 प्रमाण पत्र से भी यह स्पष्ट होता है कि राजकुमार मीणा ने विपक्षी संस्थान में अपने नियोजन काल में निरन्तर कार्य किया ।

इस प्रकार विपक्षी द्वारा प्रस्तुत साक्ष्य से यह साबित नहीं होता है कि राजकुमार मीणा शराब पीने का आदी हो तथा वह शराब की लत के कारण स्वयं कार्य पर उपस्थित नहीं होता हो । राजकुमार मीणा द्वारा अपने नियोजन काल में 240 दिन से अधिक कार्य दिवस पर उपस्थित होकर अपनी सेवाएं दी हैं । विपक्षी की ओर से ऐसी भी कोई साक्ष्य नहीं आई कि राजकुमार मीणा दिनांक 03.08.2007 को शराब पीकर आया हो और उसे ड्युटी पर नहीं लिया हो । विपक्षी द्वारा जारी प्रमाण पत्र प्रदर्श-2 के अनुसार राजकुमार मीणा 01.03.2005 से 31.07.2007 तक लगातार कार्य किया जाना प्रमाणित है तथा विपक्षी के यहां संधारित मस्टररोल के अनुसार राजकुमार की दिनांक 1 व 2 अगस्त 2007 की उसकी उपस्थिति दर्ज है तथा दिनांक 03.07.2007 से उसको अनुपस्थित बताया गया है, लेकिन उसकी अनुपस्थिति बाबत उसे कोई नोटिस दिया हो, यह तथ्य साक्ष्य से प्रमाणित नहीं है । इसलिये उक्त विवेचन के आधार पर यह प्रकट होता है कि राजकुमार मीणा दिनांक 03.08.2007 को विपक्षी के समक्ष ड्युटी के लिये उपस्थित हुआ तो विपक्षी ने बिना कोई कारण बताये मौखिक आदेश से सेवा पृथक कर दिया ।

अब यह देखना है कि इस अवैध सेवा मुक्ति के लिये प्रार्थी क्या राहत प्राप्त करने का अधिकारी है ?

राजकुमार मीणा द्वारा विपक्षी के अधीन दो वर्ष से अधिक समय तक कार्य किया गया तथा राजकुमार को सेवा पृथक किये जाने के बाद भी विपक्षी के यहां उक्त पद का कार्य था, इस सम्बन्ध में हरीश अरोरा ने अपनी जिरह में यह स्वीकार किया है कि प्रार्थी के बाद हमारे यहां एक अन्य व्यक्ति दैनिक केन ऑपरेटर का काम करने लगा । राजकुमार मीणा को सेवा पृथक किये जाने के बाद दिनांक 14.09.2009 को उसकी मृत्यु हो गई यह तथ्य साक्ष्य से प्रकट हुआ है । ऐसी परिस्थिति में राजकुमार को पुनः सेवा में रखने का आदेश नहीं दिया सकता है और माननीय उच्च न्यायालय द्वारा पारित न्यायिक दृष्टान्त 2004 (3) WLC(Raj.) Page 142 District Education Officer Vs. Babulal में भी 240 दिन की सेवा मानते हुए प्रतिकर दिलाया जाना उचित माना गया इस प्रकार राजकुमार मीणा के वारिसान को भी उक्त सिद्धान्त के आधार पर 1,00,000/- रूपये क्षतिपूर्ति दिलाया जाना उचित प्रतीत होता है ।

अतः भारत सरकार द्वारा प्रेषित प्रसंग दिनांक 18/11/2008 को उत्तरित करते हुए पंचाट इस प्रकार पारित किया जाता है कि –

कि विपक्षी संस्थान मेसर्स अशोका मिनरल्स, गांव व पोस्ट डेलाणा, तहसील खैरवाडा, जिला उदयपुर द्वारा श्रमिक श्री राजकुमार मीणा पिता श्री मोगाराम मीणा को दिनांक 03/08/2007 को सेवा से पृथक करना उचित एवं वैध नहीं है । इसलिये इस अवैध सेवा मुक्ति के लिये राजकुमार मीणा के वारिसान (श्रीमती सरिता, सुश्री मोनिका, सुश्री रंजना, नितिन, सुश्री खुशबू) को एक मुश्त 1,00,000/- एक लाख रूपये प्रतिकर दिलाया जाना उचित प्रतीत होता है ।

विपक्षी पंचाट प्रकाशन के दो माह में प्रार्थी को उक्त राशि का भुगतान करे, अन्यथा उक्त राशि पर निर्णय की दिनांक से भुगतान तक 8 प्रतिशत वार्षिक दर से ब्याज देय होगा ।

पंचाट प्रकाशनार्थ भारत सरकार को भेजा जावें ।

पंचाट आज दिनांक 27 नवम्बर, 2018 को खुले न्यायालय में लिखाया जाकर सुनाया गया ।

अरुण कुमार दुबे, न्यायाधीष

का. आ. 48.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसारण में केन्द्रीय सरकार मेसर्स इंटरनेशनल मिनरल इण्डस्ट्रीज लिमिटेड के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में औद्योगिक अधिकरण एवं श्रम न्यायालय, उदयपुर के पंचाट (संदर्भ संख्या 04/2009) को प्रकाशित करती है जो केन्द्रीय सरकार को 24.12.2018 को प्राप्त हुआ था।

[सं. एल-29012/76/2008-आईआर(एम)]

डी. के. हिमांशु, अवर सचिव

New Delhi, the 27th December, 2018

S.O. 48.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 04/2009) of the Industrial Tribunal/Labour Court, Udaipur now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. International Mineral Industries Limited and their workman, which was received by the Central Government on 24.12.2018.

[No. L-29012/76/2008-IR(M)]

D. K. HIMANSHU, Under Secy.

अनुबंध

औद्योगिक विवाद अधिकरण एवं श्रम न्यायालय, उदयपुर (राजस्थान) पीठासीन अधिकारी — श्री अरुण कुमार दुबे

प्रकरण संख्या 04 / 2009 I.T.R. (C)

श्री छगनलाल पिता बाबूलाल बैरागी
निवासी साधु बस्ती, भगवानगंज, अजमेर

...प्रार्थी

विरुद्ध

मेसर्स इन्टरनेशनल मिनरल इण्डस्ट्रीज लि.
जरिये प्रबन्ध निदेशक / प्रबन्धक,
निर्जनना, जिला राजसमन्द

...विपक्षी

उपस्थित :

प्रार्थी की ओर से : श्री राजेश सिंघवी, अधिवक्ता
विपक्षी की ओर से : श्री आर.एस. चौहान, अधिवक्ता

पंचाट

दिनांक 29 अक्टूबर, 2018

भारत सरकार के श्रम विभाग की अधिसूचना क्रमांक L-29012/ 76/2008(IR{M})New Delhi दिनांक 15.07.2008 के द्वारा निम्नांकित विवाद इस न्यायालय को अधिनिर्णयार्थ प्रेषित किया गया —

“Whether the action of the management of
M/s. International Mineral Industries Ltd.,
Nijarana, Distt. Rajsamand in terminating
the services of their workmen Shri Chaganlal
S/o Sh. Babulal w.e.f.07.10.2006 is Just and
legal ? If not, to what relief the Workman
is entitled to and from which date ?”

उक्त आषय का प्रसंग प्राप्त होने पर न्यायालय द्वारा प्रकरण दर्ज किया जाकर सम्बन्धित पक्षकारान को नोटिस जारी किये गये। जिस पर प्रार्थी की ओर से दिनांक 06.04.2009 को कलेम किया गया था तथा विपक्षी की ओर से दिनांक 28.01.2010 को जबाब पेश किया गया।

प्रार्थी द्वारा प्रस्तुत कलेम के तथ्य संक्षेप में इस प्रकार है कि प्रार्थी को विपक्षी द्वारा दिनांक 01.08.1998 को कार ड्राईवर के पद पर नियुक्त किया जहां प्रार्थी ने दिनांक 06.10.2006 तक लगातार काम किया व दिनांक 07.10.2006 को जब अपनी ड्यूटी के लिये उपस्थित हुआ तो विपक्षी ने बिना कोई कारण बताये मौखिक आदेश से सेवा पृथक कर दिया । प्रार्थी को सेवा पृथक करने से पूर्व कोई आरोप, चेतावनी पत्र नहीं दिया न ही कोई नोटिस या नोटिस—पे आदि दी । प्रार्थी ने विपक्षी संस्थान में अपने नियोजन के दौरान प्रत्येक वार्षिक काल में 240 दिन से अधिक की सेवाएं दी है । प्रार्थी को अनुचित रूप से सेवा पृथक कर उसके स्थान पर नया कार ड्राईवर नियुक्त कर दिया । इसलिये प्रार्थी ने दिनांक 07.10.2006 को की गई सेवा मुक्ति को अवैध व अनुचित घोषित करने व प्रार्थी को सभी लाभों सहित सेवा में बहाल कराये जाने का निवेदन किया ।

विपक्षी ने अपने जबाब में प्रार्थना पत्र के तथ्यों को अस्वीकार करते हुए यह अंकित किया कि प्रार्थी को दिनांक 07.10.2006 को विपक्षी द्वारा किसी भी आदेश से सेवा मुक्त नहीं किया, बल्कि प्रार्थी दिनांक 07.10.2006 या उसके बाद अन्य किसी दिनांक को कार्य पर उपस्थित नहीं हुआ । प्रार्थी विपक्षी के पसून्द रिथित कार्यालय पर ड्राईवर के पद पर नियुक्त था तथा कार्यालय में कार्य नहीं होने से दिनांक 05.09.2006 के आदेश से विपक्षी संस्थान की निर्जना रिथित खदान पर स्थानान्तरित किया गया था तथा प्रार्थी को यह हिदायत दी गई थी कि वह हैवी मोटर व्हीकल का लायसेन्स बनवाये और इस हेतु उसे 7 दिन का सवैतनिक अवकाश भी दिया गया था । प्रार्थी दिनांक 04.10.2006 के बाद विपक्षी संस्थान में भी उपस्थित नहीं हुआ जिस पर उसे दिनांक 02.12.2006 को रजिस्टर्ड सूचना पत्र प्रेषित किया गया इसकी प्राप्ति के बाद भी वह उपस्थित नहीं हुआ और न ही अपनी अनुपस्थिति बाबत कोई स्पष्टीकरण दिया । विपक्षी द्वारा प्रार्थी को सेवा पृथक नहीं किया गया, इसलिये कोई आरोप पत्र, नोटिस आदि देने की आवश्यकता नहीं थी । प्रार्थी ने कभी भी निष्ठा व ईमानदारी से कार्य नहीं किया ।

प्रार्थी ने किसी भी वर्ष में 240 दिन या इससे अधिक कार्य नहीं किया । इसलिये प्रार्थी का प्रार्थना पत्र खारिज किये जाने का निवेदन किया ।

प्रार्थी ने दिनांक 22.09.16 को अपना शपथ पत्र पेश किया तथा जिरह हेतु आगामी पेशी दी गई, लेकिन दिनांक 17.11.16 से 24.10.2017 तक अनेकों अवसर दिये जाने के बाद भी प्रार्थी जिरह हेतु उपस्थित नहीं हुआ तथा दिनांक 09.01.18 को भी उपस्थित नहीं हुआ इसलिये प्रार्थी की साक्ष्य बन्द की गई । विपक्षी की और से भी कोई साक्ष्य पेश नहीं हुई ।

पक्षकारान के अधिवक्ता की बहस सुनी गई । पत्रावली का अवलोकन किया गया ।

प्रार्थी की और से 2015 DNJ (SC) Page 297 Bhavnagar Municipal Corp. Vs. Jadeja Gopvubha न्यायिक दृष्टान्त पेश कर यह तर्क दिया गया कि यदि नियोजक द्वारा 240 दिन कार्य करने के सम्बन्ध में दस्तावेज पेश नहीं किये हैं तो नियोजक के विरुद्ध विपरीत उपधारणा ली जावेगी ।

इसके विपरीत विपक्षी की और से निम्नांकित न्यायिक दृष्टान्त पेश किये गये हैं—

- (1) 2005 LLR Page 737 (S.C.)
Manager RBI Vs. S. Mani and others
- (2) 2013 LLR Page 726 (Delhi)
The Manager R.R.Foundation Vs. Pappu & Anr.
- (3) 2014 LLR Page 282 (Allahabad)
Cambridge School Vs. State of U.P.

माननीय उच्चतम न्यायालय द्वारा पारित उक्त न्यायिक दृष्टान्त में यह सिद्धान्त प्रतिपादित किया है कि श्रमिक अपने स्टेटमेंट आफ कलेम में लिये गये अभिकथनों का विधि अनुसार प्रुफ के जरिये साबित करना आवश्यक है, यदि प्रार्थी अपने पक्ष को साबित करने में असमर्थ रहता है तो ऐसी स्थिति में विपक्षी की प्रतिरक्षा के साबित नहीं होने की स्थिति में भी प्रार्थी कोई सहायता प्राप्त करने का अधिकारी नहीं है तथा यदि प्रार्थी अपने कलेम को साबित नहीं कर पाता है तो प्रतिरक्षा में रही किसी कमी के आधार पर प्रार्थी कोई सहायता प्राप्त करने का अधिकारी नहीं है । इलाहाबाद उच्च न्यायालय ने उक्त न्यायिक दृष्टान्त में ऐसे ही मत व्यक्त किये हैं । दिल्ली उच्च न्यायालय द्वारा उक्त न्यायिक दृष्टान्त में यह सिद्धान्त पारित किया है कि पत्रावली पर उपलब्ध

किसी भी दस्तावेज को विधि अनुसार साबित किये बिना इस तरह के दस्तावेज के आधार पर किसी भी तरह की कोई राय नहीं दी जा सकती है ।

उक्त विवेचन के आधार पर यदि प्रार्थी ने दस्तावेज पेश भी किये हैं और उन्हैं विधि अनुसार साबित नहीं कराया है तो ऐसे दस्तावेजों पर कोई मत व्यक्त नहीं किया जा सकता है तथा प्रार्थी ने अपने क्लेम में लिये गये अभिवचनों को विधि अनुसार साबित नहीं किया है, इसलिये प्रार्थी कोई सहायता प्राप्त करने का अधिकारी नहीं है । प्रार्थी की और से जो न्यायिक दृष्टान्त पेश किया है, उसमें तो प्रार्थी ने अपनी उपस्थिति के बाबत दस्तावेज की फोटो प्रति पेश कर उन्हैं साबित कराया था, जबकि हस्तगत प्रकरण में प्रार्थी की और से अपने द्वारा प्रस्तुत दस्तावेज को साबित नहीं कराया है । प्रार्थी द्वारा प्रस्तुत न्यायिक दृष्टान्त के तथ्य हस्तगत मामले में लागू नहीं होते हैं, क्योंकि इसमें तो स्वयं प्रार्थी ने अपने पक्ष को साबित नहीं किया है ।

प्रार्थी ने ऐसी भी कोई मौखिक या दस्तावेजी साक्ष्य पेश नहीं की कि प्रार्थी दिनांक 07.10.2006 को विपक्षी संस्थान में ड्युटी के लिये उपस्थित हुआ और विपक्षी ने बिना कोई कारण बताये मौखिक आदेश से सेवा पृथक कर दिया हो । इसलिये साक्ष्य के अभाव में विपक्षी द्वारा प्रार्थी को दिनांक 07.10.2006 को सेवा पृथक किये जाने का तथ्य भी साबित नहीं है । इस आधार पर प्रार्थी कोई राहत पाने का अधिकारी नहीं है ।

अतः भारत सरकार द्वारा प्रेषित प्रसंग दिनांक 15/07/2008 को उत्तरित करते हुए पंचाट इस प्रकार पारित किया जाता है कि—

विपक्षी संस्थान मेसर्स इन्टरनेशनल मिनरल इन्डस्ट्रीज लिमिटेड, निझरना, जिला राजसमन्द द्वारा श्रमिक श्री छगनलाल पिता बाबुलाल को दिनांक 07.10.2006 से सेवा मुक्त किया जाना प्रमाणित नहीं है ।

अतः प्रार्थी कोई राहत पाने का अधिकारी नहीं है ।

पंचाट प्रकाष्णनार्थ श्रम विभाग, भारत सरकार को भेजा जावें ।

पंचाट आज दिनांक 29.10.2018 को खुले न्यायालय में लिखाया जाकर सुनाया गया ।

अरुण कुमार दुबे, न्यायाधीष

नई दिल्ली, 27 दिसम्बर, 2018

का. आ. 49.— औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मेसर्स आर०के० मार्बल प्राइवेट लिमिटेड के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में औद्योगिक अधिकरण एवं श्रम न्यायालय, उदयपुर के पंचाट (संदर्भ संख्या 55/2015) को प्रकाशित करती है जो केन्द्रीय सरकार को 27.12.2018 को प्राप्त हुआ था।

[सं. जे.ड-16025/4/2018-आईआर(एम)]

डी. के. हिमांशु, अवर सचिव

New Delhi, the 27th December, 2018

S.O. 49.— In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 55/2015) of the Industrial Tribunal/Labour Court, Udaipur now as shown in the

Annexure in the Industrial Dispute between the employers in relation to the management of M/s. R.K. Marbal Private Limited and their workman, which was received by the Central Government on 27.12.2018.

[No. Z-16025/4/2018-IR(M)]

D. K. HIMANSHU, Under Secy.

अनुबंध

औद्योगिक विवाद अधिकरण एवं श्रम न्यायालय, उदयपुर

प्रकरण संख्या 55 सन 2015 ITR (Central)

करण सिंह राठौड़ पुत्र श्री दूल्हे सिंह निवासी गोवलिया पोस्ट मण्डोल तहसील व जिला राजसमन्द (राजस्थान)

—बनाम—

महाप्रबन्धक, आर.के.मार्बल प्राईवेट लिमिटेड, मोरवड, जिला राजसमन्द(राजस्थान)

08.09.2018

प्रार्थी करणसिंह मय अभिभाषक श्री सुभाष श्रीमाली उप०। विपक्षी की ओर से अचल सिंह राठौड़ मय अभिभाषक श्री मोहम्मद शरीफ छीपा उपस्थित । पक्षकारान द्वारा एक प्रार्थना पत्र पेश कर निवेदन किया कि उनके मध्य लोक अदालत की भावना से आज राजीनामा हो गया है मुताबिक राजीनामा के प्रार्थी की नियुक्ति दिनांक 16.4.1998 से प्रार्थी की सेवामुक्ति दिनांक 26.03.2014 तक प्रतिवर्ष की सेवा अवधि के आधार पर (Per Completed Years Of Service) (कुल सेवा अवधि 15 वर्ष 11 माह 10 दिन को 16 वर्ष मानते हुवे) का 30 दिन का तत्समय मिलने वाले भुगतान 9040/- की दर सक एक्सग्रेसिया भुगतान 1,44,640/- के रूप में विपक्षी दिया जायेगा । वेतन में मूल वेतन एच.आर.ए. व कन्वेन्स भुगतान शामिल होगा । या नोटिस पीरियड में दिये गये वेतन दर से भुगतान किया जाएगा ।

उक्त एक्सग्रेसिया भुगतान रु. 1,44,640/-व ग्रेच्युटी रु. 50,123/- कुल भुगतान रु.1,94,763/-के अतिरिक्त रुपये 20,137/-कुल मिलाकर 2,15,000 (अक्षरे दो लाख पन्द्राह हजार रुपये) विपक्षी, प्रार्थी को एक माह के अन्दर भुगतान कर देगा । अन्यथा उक्त राशि पर 6 प्रतिशत वार्षिक दर से आज दिनांक से ब्याज देय होगा ।

इसके अलावा प्रार्थी की विपक्षी से इस संबंध कोई बकाया राशि नहीं रहेगी तथा किसी प्रकार का सेवा संबंधी या अन्य विवाद शेष नहीं रहेगा ।

राजीनामा दोनों पक्षकारों को पढ़कर सुनया व समझाया गया दोनों पक्षकारों ने राजीनामा सही होना स्वीकार किया । प्रार्थी करणसिंह को उसके अभिभाषक श्री सुभाष श्रीमाली तथा विपक्षी श्री अचलसिंह राठौड़, प्रबन्धक H.R की अधिवक्ता श्री मोहम्मद शरीफ छीपा ने पहचाना की । राजीनामा पृथक से तस्दीक किया गया । संलग्न पत्रावली रहे । राजीनामे के आधार पर दोनों पक्षकार पाबन्द रहेंगे ।

(केन्द्रिय) अजमेर द्वारा जारी पत्र क्रमांक AJ-5(75) 2014-RLC दिनांक 9, जुलाई 2014 एवं उसके साथ संलग्न प्रमाण पत्र के आधार पर यह प्रकरण 2(A) I.A. Act के तहत पेश किया गया था ।

अतः पंचाट प्रकाशनार्थ समुचित सरकार को भेजा जावे ।

पत्रावली फैसल शुमार होकर बाद तकमील दाखिल दफ्तर हो ।

अरुण कुमार दुबे, न्यायाधीश

नई दिल्ली, 27 दिसम्बर, 2018

का. आ. 50.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मेसर्स आर. के. मार्बल प्राइवेट लिमिटेड के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में औद्योगिक अधिकरण एवं श्रम न्यायालय, उदयपुर के पंचाट (संदर्भ संख्या 04/2014) को प्रकाशित करती है जो केन्द्रीय सरकार को 27.12.2018 को प्राप्त हुआ था।

[सं. जे.डे-16025/4/2018-आईआर(एम)]

डी. के. हिमांशु, अवर सचिव

New Delhi, the 27th December, 2018

S.O. 50.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 04/2014) of the Industrial Tribunal/Labour Court, Udaipur now as shown in the

Annexure in the Industrial Dispute between the employers in relation to the management of M/s. R.K. Marbal Private Limited and their workman, which was received by the Central Government on 27.12.2018.

[No. Z-16025/4/2018-IR(M)]

D. K. HIMANSHU, Under Secy.

अनुबंध

औद्योगिक विवाद अधिकरण एवं श्रम न्यायालय, उदयपुर

प्रकरण संख्या 04 सन 2014 ITR (Central)

दिलीप सिंह पुत्र श्री भवरसिंह राजपूत निवासी बागोल तहसील देसूरी जिला पाली (राजस्थान)

बनाम

महाप्रबन्धक, आर.के. मार्बल प्राईवेट लिमिटेड, मोरवड, जिला राजसमन्द (राजस्थान)

30.07.2018

उभयपक्ष के अभिभाषकगण उप.।

पक्षकारान ने लोक अदालत की भावना से राजीनामा पेश किया, जो पृथक से तर्दीक किया। शा. पत्रावली रहे।

पत्रावली राजीनामा फैसल शुमार होकर बाद तकमील प्रविष्ट लेख भण्डार हो। सूचना सरकार को भेजी जावे।

अरुण कुमार दुबे, न्यायाधीश

नई दिल्ली, 27 दिसम्बर, 2018

का. आ. 51.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मेसर्स एयरपोर्ट अथॉरिटी ऑफ इंडिया के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय सं.-1, नई दिल्ली के पंचाट (संदर्भ संख्या 142/2016) को प्रकाशित करती है जो केन्द्रीय सरकार को 24.12.2018 को प्राप्त हुआ था।

[सं. एल-11011/11/2016-आईआर(एम)]

डी. के. हिमांशु, अवर सचिव

New Delhi, the 27th December, 2018

S.O. 51.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 142/2016) of the Central Government Industrial Tribunal/Labour Court No.1, New Delhi now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. Airport Authority of India and their workman, which was received by the Central Government on 24.12.2018.

[No. L-11011/11/2016-IR(M)]

D. K. HIMANSHU, Under Secy.

ANNEXURE

IN THE COURT OF SHRI AVTAR CHAND DOGRA : PRESIDING OFFICER CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT NO. 1, DWARKA COURTS COMPLEX : NEW DELHI

ID No. 142/2016

Shri G.A. Rudrappa through
The General Secretary,
Indian Airport Kamgar Union (IAKU),
CHQ Office : Qtr.No.B-14-, Pocket A,
INA Colony, New Delhi 110023.

...Workman/Claimant

Versus

The Chairman,
Airport Authority of India,
Rajiv Gandhi Bhawan,

Safdarjang Airport,
New Delhi 110003.

... Management/ Respondent

AWARD

This Award shall dispose of a reference which was made to this Tribunal by the Appropriate Government vide letter No.L-11011/11/2016/IR(M) dated 13.07.2016 under clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947(in short the Act) for adjudication of an industrial dispute, terms of which are as under:-

'Whether the refusal of the management of Airport Authority of India to extend the benefit of the workman Shri G.A. Rudrappa for attending the meeting on 2.3.2009 at Mumbai in view of the decision of the Hon'ble High Court in W.P.(C) 283/2015 is justified ? If not, what relief the workman is entitled to ?'

2. Both parties were put to notice and the claimant G.A. Rudrappa filed statement of claim. As per the averments made in the claim petition, claimant G.A.Rudrappa is General Secretary of Indian Airport Kamgar Union (IAKU) - a registered Trade Union operating in the establishments of Airport Authority of India (AAI) & representing the workers of AAI throughout the country and functioning for the welfare & interest of the employees of AAI. The AAI had leased out Chatterpati Shivaji International Airport to M/s GVK on the basis of agreement which is called as Operation Management & Development Agreement (OMDA) w.e.f. 3/5/2006. Due to implementation of aforesaid agreement, the workers employed with AAI started facing various problems and the claimant Union raised an industrial dispute which was adjudicated upon by the Central Govt. Industrial Tribunal No.2, Mumbai and interim order dated 15/1/2009 was passed, thereby some relief to the workers was provided. AAI challenged the same before Hon'ble High Court at Mumbai in a W.P. No 2085 of 2009. During hearing, Hon'ble High Court directed that an attempt should be made by the parties to settled the matter amicably by mutual discussions. Consequent upon the said direction of Hon'ble High Court, Regional Executive Director of AAI (Western Region), Mumbai convened a meeting for 2/3/2009 at 2.30 p.m. at Mumbai. M/s K.V. Kini & Co., Advocates & Solicitors of the AAI vide letter dated 27/2/2009 communicated to the Advocate of the Union about the date & time of the said meeting and requested him to instruct his client to attend the aforesaid meeting. Ms. Gayatri Devi, Advocate of the Union asked the General Secretary of the claimant Union to attend the meeting. The claimant informed the Controlling Officer viz. the Airport Director of AAI, Hyderabad about the said meeting and sought permission to leave the station on 28/2/2009 vide his application dated 27/2/2009.

3. It is alleged that the claimant being General Secretary of the Union attended the said meeting on 2/3/2009 at Mumbai and made request vide his application dated 19/3/2009 to the Director of AAI, Hyderabad to grant him the benefits attached to the official tour for attending the said meeting. In the meanwhile the AAI transferred the workman from Hyderabad to Madurai Airport where he joined on 18/12/2009. It is also alleged that the claimant submitted a representation dated 12/5/2010 to the Regional Executive Director of AAI at Chennai and in reply thereto, the Airport Controller, Madurai Airport informed him vide letter dated 6/7/2010 that his request could not be agreed to since grant of special casual leave for attending court is not within the AAI leave regulation and thereby his claim for official benefits for attending the said meeting was rejected. Feeling aggrieved, the claimant sent his request dated 18/8/2010 to the Chairman, AAI through proper channel for grant of Special Casual leave as well as benefits of Tour & TA/DA etc., which was returned to him by the Airport Controller, Madurai vide his memo dated 20/8/2010 with an advice to take up the matter directly as General Secretary with AAI Management and hence, he directly sent a letter dated 6/9/2010 to the Chairman but to no response. Thereafter he approached the Conciliation Officer which culminated into the present reference. Prayer has been made for passing an Award of giving him all the benefits of tour on equal footings as granted to the General Secretary of Airport Authority Employees Union.

4. Management has resisted the claim of the Workman and filed written reply, taking preliminary objections that this Tribunal has no territorial jurisdiction to adjudicate the claim petition as no cause of action arose at Delhi and admittedly the writ petition was filed by the Management before Hon'ble High Court at Mumbai. The claimant is not entitled to any relief inasmuch as Indian Airport Kamgar Union (IAKU) is not a recognized Trade Union of the Management and as per Airport Authority (Leave) Regulations, 2003 there is no provision for granting special casual leave to the workmen of the non recognized Union for attending courts. It is also alleged that the claimant is neither a member of the recognized Union of AAI, nor he is representing the workers of AAI throughout the country and that there is no privity of contract between IAKU and the Management. There was no written or verbal direction of Hon'ble High Court for grant of such facilities to the claimant. It is further alleged that the claimant was neither on official tour, nor any such approval was ever granted to him by the Management. Prayer has been made for dismissal of the claim petition.

5. Rejoinder was filed on behalf of the workman/claimant, whereby the case as set up in the claim petition has been reiterated and allegations made in the written statement have been denied.

6. On the pleadings of the parties, following issues were framed on 1/8/2017 :-

- i) Whether the claim is not maintainable in view of the preliminary objections ?
- ii) In terms of reference ?

7. The Claimants in support of his case examined himself WW1 and tendered his affidavit Ex.WW1/A & relied on the documents Ex.WW1/1 to Ex.WW1/14, whereas Management examined one Shri I.P. Aggarwal, Asstt. General Manager (HR), AAI who tendered his evidence by way of affidavit Ex.MW1/A

Issue No.1 :

8. Learned A/R for the Management strenuously argued that this Tribunal has no territorial jurisdiction to entertain the claim petition inasmuch as no cause of action arose at Delhi and admittedly the writ petition was filed by the Management before Hon'ble High Court at Mumbai, the meeting was convened at Mumbai and the workman/claimant at the relevant time was not posted here in Delhi. However, during the course of arguments he conceded that the Head/Principal Office as well as Human Resource (Personnel department) office of AAI is located at Delhi. Even the final representation/request letter by the claimant regarding grant of Special Casual leave and other benefits was made to the Chairman, whose office is also situated here in Delhi. Further, all policy decision in respect of administrative matters of the AAI are taken by the Head Office. In view of all these and the fact that the reference has been received by this Tribunal from the Appropriate Government, I am afraid to accept the contention of learned A/R for the Management that this Tribunal has no territorial jurisdiction to adjudicate the dispute.

9. During the course of arguments, learned A/R for the Management submitted that there was no espousal of cause of action since the claim made by the claimant is not sponsored or espoused by a Union of the workers, rather the claimant himself claiming to be the General Secretary of IAKU – unrecognized Union has filed, signed and verified the claim petition whereas he has raised a cause/dispute of his own i.e. an individual workman. As such, the claimant has no locus standi to file the present claim petition, without there being espousal and it can not be termed as industrial dispute.

10. Per contra, learned A/R for the Workman/claimant has strenuously argued that the claimant G.A. Rudrappa happens to be the General Secretary of the claimant Union IAKU which Union is functioning for the welfare & benefit of the workers and as such the claimant was a protected workman of the Management during the year 2009. Being General Secretary of the claimant Union, the claim petition filed by G.A. Rudrappa/ claimant is maintainable.

11. I may mention that the procedure for reference of an “Industrial Dispute” under sub-section (2) of Section 10 of the Act, has been narrated in Part-I of the Industrial Disputes (Central) Rules, 1957. Rule 4 of the said Rules clearly provides as under :-

4. Attestation of application – The application and the statement accompanying it shall be signed –
 - (a) in the case of an employer.....
 - (b) in the case of workmen, **either by the President and Secretary of a Trade Union of the workmen, or by five representatives of the workmen duly authorised in this behalf** at a meeting of the workmen held for the purpose;
 - (c) in the case of an individual workman, by the workman himself or by any officer of the trade union of which he is a member or by another workman in the same establishment duly authorised by him in this behalf;

Provided that such workman is not a member of different trade union.)

Definition of “industrial dispute” has been carved out in Section 2(k) of the Act and same is reproduced hereunder for the sake of convenience :-

2(k) “industrial dispute” means any dispute or difference between employers and employers, or **between employers and workmen**, or between workmen and workmen, which is **connected with the employment or non employment or the terms of employment or with the conditions of labour**, of any person”

Law in relation to “industrial dispute” is well settled, Hon'ble Supreme Court in the case of Workman of Dharampal Premchand (Saughandhi) Vs. Dharampal Premchand (Saughandhi), (1965) 1 LLJ 668 SC, has held that :-

“For the purpose of Section 2(k) it must be shown that (1) the dispute is connected with employment or non employment of a workman; (2) the dispute between a single workman and his employer was sponsored or espoused by the union of workman or by a number of workmen. The phrase “the union” merely indicates the Union to which the employee belongs even though it may be a Union of a minority of the workmen; (3) the establishment had no union on its own and some of the employees had joined the Union of another establishment belonging to the same industry. In such a case it would be open to that Union to take up the cause of the workmen if it is sufficiently representative of those workmen, dispute the fact that such Union was not exclusively of the workmen working in the establishment concerned.”

In renowned case of “Workmen of Indian Express Newspaper Pvt. Ltd. Vs. Management of Indian Express Newspaper Pvt. Ltd., “an outside Union” was held to be sufficiently representative to espouse the cause.

12. It is manifest from the above decision that in order to give jurisdiction to refer the dispute to this Tribunal for adjudication, it was essential for the workman/claimant to show that his individual cause/dispute, was sponsored or espoused by a Union of the workmen. Apparently, there is nothing on record to suggest that the claimant's

cause/dispute for grant of special casual leave and other benefits of TA/DA etc. is/was espoused by IAKU Union (though it is unrecognized by the Management herein). The claimant G.A. Rudrappa, seeking relief for himself, has himself signed & verified the claim petition, though he has also affixed the seal of General Secretary of IAKU under his signatures. Neither in the pleadings nor in his affidavit, he has stated that he was seeking relief not as an individual but that of Member of the Union. However, he has neither filed on record any resolution of **five representatives of the workmen/Union (IAKU) duly authorised in this behalf** at a meeting held for the purpose, nor the present claim petition is signed jointly by the President & General Secretary so as to comply with the provisions of Rule 4 of Industrial Disputes (Central) Rules, 1957. Hence, it can not be said that the cause of the claimant has been espoused by the Union (IAKU) or else.

13. In the light of the aforesaid rulings and the fact that there is no espousal to the cause/dispute of the workman/claimant herein, this Tribunal has no hesitation to hold that the claim petition being not covered under the definition of "industrial dispute" is not maintainable. Accordingly, this issue is decided in favour of the Management and against the claimant herein.

Issue No.2 :

13. From the pleadings of the parties and evidence adduced on record, it is manifest that in relation to an industrial dispute between the parties, interim order dated 15/1/2009 was passed by CGIT, Mumbai, thereby some relief to the workers was provided. AAI challenged the same before Hon'ble High Court at Mumbai in a W.P. No 2085 of 2009. During hearing, Hon'ble High Court directed that an attempt should be made by the parties to settle the matter amicably by mutual discussions. Consequent upon the said direction of Hon'ble High Court, Regional Executive Director of AAI (Western Region), Mumbai convened a meeting for 2/3/2009 at 2.30 p.m. at Mumbai. M/s K.V. Kini & Co., Advocates & Solicitors of the AAI **vide letter (Ex.WW1/3)** dated 27/2/2009 communicated to the Ms. Gayatri Singh, Advocate of the IAKU as well as to Ms. Jane Cox Advocate for Airport Kamgar Union, about the date & time of the said meeting and requested him to instruct his client to attend the aforesaid meeting (**not more than two members of each of the Union**) as to find out the possibility of settlement talks.. It is claimed by the claimant that Ms. Gayatri Devi, Advocate of the IAKU asked General Secretary of the claimant Union (i.e. to him) to attend the meeting. The claimant vide his application dated 27/2/2009 (Ex.WW1/4) informed the Controlling Officer viz. the Airport Director of AAI, Hyderabad about the said meeting and had simply sought permission to leave the station on 28/2/2009 (A/N) for the purpose of attending the meeting on 2/3/2009. It is pertinent to mention here that vide his request letter dated 27/2/2009 (Ex.WW1/4), the claimant had no where sought for Special Casual Leave, nor had stated that he will be claiming T A/DA etc, if any, as per rules.

14. It is undisputed fact that the claimant herein had attended the meeting at Mumbai on 2/3/2009 in the capacity of General Secretary of IAKU and besides him, four other office bears of the same Union/IAKU namely K.S.Prajapati – Regional Secretary, Mahesh Gumgaonkar, Branch Secretgary, Srikant Pant, Asstt. General Secretary and P.K. Bandopadhyay= President of IAKU had attended the said meeting, which fact is apparent from the very first page of the minutes/record note of discussion of the said meeting (Ex.WW1/5). Thus, it is evident that five office bearers of IAKU had attended the said meeting, though it was specifically mentioned in the letter Ex.WW1/3) that not more than two members of each of the Unions should attend the meeting.

15. It is also not in dispute that vide his application dated 19/3/2009 (Ex.WW1/6), addressed to the Director of AAI, Hyderabad, the claimant had requested for grant of benefits attached to official tour /meeting which he attended on 2/3/2009 at Mumbai. It is noteworthy that the claimant had made no request for grant of Special Casual leave, rather he had simply requested for grant of benefits attached to the said official tour and had not disclosed as to how (either by Air or by Train) he travelled and what expenses he had actually incurred for the same. Even if it is presumed for the sake of arguments, that it was an official meeting convened by the side of the Management at Mumbai, yet invitation was meant only for two office bearers of IAKU. But there is no explanation from the side of the claimant as to why five office bears of IAKU had attended the said meeting.

16. It is also not in dispute that the claimant had sent his request dated 18/8/2010 (Ex.WW1/10) addressed to the Chairman, AAI through proper channel for grant of benefits of attached to official Tour & TA/DA etc., which was returned to him by the Airport Controller, Madurai vide his memo dated 20/8/2010 with an advice to take up the matter directly as General Secretary with AAI Management because he had attended the meeting in his capacity as General Secretary of IAKU & not as Sr.Suptt(FS) and hence, he directly sent a letter dated 6/9/2010 (Ex.WW1/3) to the Chairman but to no response.

17. Perusal of the record shows that the Management had issued certain Guidelines under the cover of office order dated 22/11/2002 (Ex.WW1/14 (colly.) for providing certain facilities to the Recognised (majority elected) Union vis-à-vis office accommodation, furniture, telephone facilities, Notice Board, TA/DA for attending official meetings/conferences convened by the Management.

18. Learned A/R for the claimant placed reliance on the decisions in the case of **UOI Vs. Paschim Railway Karamchari Parishad Union (Special Civil Application No.8069 of 1997** – decided by Hon'ble High Court of Gujarat at Ahmedabad and **Indian Airlines Ltd. Vs. Indian Airlines Technical Assist ants Union W.A.848/1994** – dated on 12/6/1996, decided by Hon'ble High Court of Andhra Pradesh, to stress that unrecognized Union is also entitled to same privileges which are accorded to the Recognized (Majority elected) Union.

19. Per contra, learned A/R for the Management submitted that the Management is rules & regulations governing the Management organization does not provide for payment of any such benefits to non-recognised union and as such

claim of the claimant/workman is misconceived. Moreover, the claimant had attended the meeting at Mumbai alongwith four other office bearers of IAKU, though only two of them were required to attend the meeting.

20. There is no dispute about preposition of law that

“The Trade Union Act confers certain rights on the Registered Union to ventilate the grievance of the members of its union. The Management is obliged to hear them and resolve its disputes as far as possible without resorting to the conciliation & adjudicatory process **Though the Management is not obliged to recognize the unrecognized (minority elected) Union but at the same time it can not refuse to hear the grievances voiced by it in respect of service conditions** of its members. The Management is expected to conduct itself in a fair and reasonable manner in the interest of industrial peace and harmony. Therefore recognising the Union for the limited purpose of negotiation and settlement in respect of its members, can not be construed as recognition under the Code of Discipline. On the other hand, it improves the labour-management relations and paves the way for achieving optimum output. There is no provision under the Industrial Disputes Act or Trade Union Act, prohibiting the management from negotiating, discussing or entering into settlement with the unrecognized union. It is only in cases where the demand of unrecognized union is already seized of by the recognized union such a demand would not be maintainable....

Further that, unrecognized Union is also entitled to same privileges which are accorded to the Recognized (Majority elected) Union.

However, in the instant case, the claim of the claimant/workman does not appear to be justifiable, inasmuch as there is no explanation from the side of the claimant as to why five office bears of IAKU had attended the meeting at Mumbai, whereas only two of them were required to attend the same. Vide his first request letter dated 27/2/2009 (Ex.WW1/4), the claimant had no where sought for Special Casual Leave, nor had stated that he will be claiming TA/DA etc, if any, as per rules rather he had sought permission to leave station. Further, vide his application dated 19/3/2009 (Ex.WW1/6), the claimant had made no request for grant of Special Casual leave, rather he had simply requested for grant of benefits attached to the said official tour. Neither in his application as well as subsequent representations made to the Chairman nor in the claim petition filed before this Tribunal, the workman/claimant disclosed as to how (either by Air or by Train) he travelled and what expenses he had actually incurred for the same. No document about the expenses incurred for the same has been filed on record. The meeting was attended by the claimant on 2nd March, 2009. Final request letter/representation was made by him to the Chairman, AAI on 6/9/2010 but to no avail, whereas the claimant/workman approached the Conciliation Officer only in the year 2016, that is after gap of six years. This shows that there is belated raising of claim by the workman/claimant. There is no pleadings or evidence from the side of the claimant to show that he ever raised any grievance during the period after September, 2010 till 2016 before any forum, about grant of Special Casual Leave and benefits attached to the official tour. It would not be out of place to mention here that IAKU had moved the Hon'ble High Court by filing W.P (Civil) No. 6446/2013 concerning the election of the recognized Trade Union of the Airport Authority of India, held on 29/1/2013 wherein the Airports Authority “Employees Union (AAEU) was declared elected as the recognized(majority) union of AAI”. The said writ petition was dismissed by Hon'ble High Court vide order dated 17/3/2016. It appears that thereafter workman/claimant again agitated his claim for grant of Special Casual Leave & benefits of TA/DA etc before Conciliation Officer. This fact also strengthen my view that the claim of the workman/claimant is belated one and has been made beyond reasonable period, besides the same is unspecified in terms of money which is sought to be reimbursed by the Management. All these peculiar facts and circumstances of the case lead this Tribunal to conclude that claim of the workman for grant of Special Casual Leave and benefit of TA/DA etc. for attending the meeting on 2/3/2009 at Mumbai, is unjust and improper at this belated stage.

Relief :

In view of my findings on issue No.1 and 2 above, this Tribunal has no hesitation to hold that the claimant is not entitled to any relief whatsoever, firstly because there is no espousal to his claim and lastly his claim being belated is not justifiable. The award is accordingly passed.

Date : 06.12.2018

AVTAR CHAND DOGRA, Presiding Officer

नई दिल्ली, 27 दिसम्बर, 2018

का. आ. 52.— औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मेसर्स दिल्ली इंटरनेशनल एयरपोर्ट लिमिटेड एवं अन्य के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में

निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय सं. 1, नई दिल्ली के पंचाट (संदर्भ संख्या 32/2013) को प्रकाशित करती है जो केन्द्रीय सरकार को 24.12.2018 को प्राप्त हुआ था।

[सं. जे.ड-16025/4/2018-आईआर(एम)]

डी. के. हिमांशु, अवर सचिव

New Delhi, the 27th December, 2018

S. O. 52.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 32/2013) of the Central Government Industrial Tribunal/Labour Court No. 1, New Delhi now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. Delhi International Airport Ltd. And other and their workman, which was received by the Central Government on 24.12.2018.

[No. Z-16025/4/2018-IR(M)]

D.K. HIMANSHU, Under Secy.

ANNEXURE

IN THE COURT OF SHRI AVTAR CHAND DOGRA : PRESIDING OFFICER CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT No.1, DWARKA COURTS COMPLEX : NEW DELHI

ID No. 32/2013

Shri Ram Kishan,
S/o. Shri Chander Prakash,
R/o. E-2344 Block,
Gurgaon 122017 (Haryana).

... Workman/Claimant

Versus

1. M/s. Delhi International Airport Ltd.,
New Uddan Bhawan, Terminal No.III,
IGI Airport, New Delhi 110037.
2. M/s. Biman Bangladesh Airlines Ltd.,
317, 320-321, Indra Prakash Building,
Bara Khamba Road,
New Delhi.

....Management

AWARD

This award shall decide a claim petition filed by the workman/ claimant Ram Kishan under Section 2-A of the Industrial Disputes Act, 1947 (in short the Act) with the averments that the claim petition, the workman was appointed by Management No.2 M/s Biman Bangladesh Airlines as Accounts Assistant on 16/4/2010 initially on daily wage basis vide appointment letter dated 16/4/2010 but was deputed at Indira Gandhi International Airport as Traffic Officer. In view of his satisfactory work and conduct, his services were regularized vide letter dated 15/11/2010 and since then he had been working with the Management No.2 on a monthly salary of Rs.14,300/- . It has been alleged that though the workman was appointed for a job of perennial nature but unlawful terms & conditions to renew his employment after three years were mentioned in the letter dated 15/11/2010. It is pleaded that job of the workman was of operation, clerical and manual. Though he had been appointed as Accounts Assistant but he worked as Traffic Officer and that is why Management had got issued him Airport Entry Pass to work as Traffic Officer at IGI Airport. One of the officers of the Management wanted the workman to do some unlawful act and when he denied to do so, the said Officer got annoyed and threatened the workman of victimization of service and thereafter he started harassing the workman/claimant and the said Officer got the workman transferred from IGI Airport to Biman City Office at Barakhamba Road, New Delhi vide letter dated 12/6/2011. The claimant was made to sit idle throughout his duty hours and sometimes upto 8 PM without allowing him to have tea or lunch etc. and as such the workman became patient of hypertension. On 10/7/2012 while the claimant was on duty, his conditions got deteriorated in the office where office boy helped him in getting auto-rickshaw for his house. On reaching home, his family members took the workman to Kapoor Clinic where he remained under treatment w.e.f. 11/7/2012 to 2/8/2012. When on 3/8/2012 he reported for duty alongwith medical certificate and application, the Management refused to receive the same and did not allow him to perform duty. As such, the claimant sent his medical certificate and application through courier on 3/8/2012. He also served a demand notice dated 23/8/2012 upon the Management. It is alleged that termination of service of workman is in gross violation of Section 25-

F of the Act. The workman approached the Conciliation Officer who took up the matter on 22/11/2012, 21/12/12 and 19/2/2013 but no settlement could be arrived at and hence, he filed the present claim petition. It is also alleged that the workman is unemployed from the date of termination of his service as he could not get any job despite his best efforts and is facing economic hardship. He has prayed for reinstatement into service with continuity of service and full back wages and all consequential benefits.

2. The claim petition has been resisted by the Management No.1 who filed its written statement and took preliminary objections inter-alia that the the workman/claimant is not its employee and on the contrary it has been admitted by the claimant that he was appointed by Management No.2 and his salary was paid by Management No.2.. Prayer has been made that Management No.1 be deleted from the array of the parties in the claim petition

3. Management No.2 also resisted the claim of the workman, filed written statement and took preliminary objections inter-alia that since the appointment of the workman was on contractual basis, therefore in terms of Section 2(00)(bb) of the Act, the present dispute is not sustainable, as termination of such a contractual employee does not fall within the ambit of retrenchment. However it is admitted that the workman was appointed by the Management No.2 as Accounts Assistant on 16/4/2010 initially on daily basis. It has been denied that due to his satisfactory work and conduct, the workman was regularized in service w.e.f. 15/11/2010 vide letter dated 15/11/2010. The service contract of the workman was terminated on 24/7/2012 in terms of clause 5 of the contract letter dated 15/11/2010 and he was offered the salary upto the period 24/7/2012 alongwith salary of two weeks' in lieu of notice period and was directed to deposit the property of the Management viz. ID card and entry/security pass, uniform, office keys etc. which the workman was holding during the course of his contractual employments with the Management but the workman did not comply with the same. It has been denied that the workman worked as Traffic Officer or that Officer of the Management ever asked him to perform some unlawful and immoral traffic act or that he was mentally harassed and tortured by the Management. Since the contractual term of the workman had come to an end on 24/7/2012 , there was no occasion for him to report for duty alongwith medical certificate on 3/8/2012. It is alleged that the claimant is not entitled to claim back wages or reinstatement into service as he had voluntarily accepted contractual employment. Prayer has been made that present dispute is not tenable and no dispute award be passed against the claimant.

4. On the pleadings of the parties, following issues were framed on 16/5/2013 :-

- (1) Whether action of termination of service of the claimant by M/s Biman Bangladesh Airlines Ltd. falls within sub clause (bb) of clause (oo) of Section 2 of the Industrial Disputes Act, 1947 ?
- (2) Whether claimant is entitled to relief of reinstatement in service ?

5. The Claimant in support of his case examined himself as W.W.1 and tendered his affidavit Ex.WW1/A alongwith documents Ex.WW1/1 to WW1/3.

6. On the other hand, the Management in order to rebut the case of the claimant examined Mohd. Mofizul Islam, Operations Manager as MW1 who also tendered his evidence by way of affidavit Ex.MW1/A and relied on the documents Ex. WW1/M-1 to Ex.WW1/M-7

7. I have heard Shri Maya Ram, A/R for the claimant; Shri Ramesh Thakur, A.R for Management No1 and Shri Subhash Bakshi, Deputy General Manager of Management No.2. and have also gone through the evidence adduced on record by the parties.

Issue No.1 and 2 :

8. Both these issues are being taken up together for the purpose of discussion and they can be conveniently disposed of.

9. From the pleading of the parties and evidence adduced on record, it is evident that the claimant herein was appointed by the Management No.2 M/s Biman Bangladesh Airlines as Accounts Assistant initially on 16/8/2010 on daily wage basis and in fact the Management No.1 M/s DIAL has got no privity of contract with the claimant/workman in respect of his employment, inasmuch as Management No.2 alone was the controlling and paying authority and this is so apparent from the document Ex.WW1/3 viz. appointment-cum-regularization letter.

10. A/R for the workman/claimant submitted that services of the claimant were regularized by the letter dated 15/11/2010 (Ex.WW1/3) to a post of perennial nature, as his work and conduct was found to be satisfactory by the Management from 16/8/2010 onwards and further that while he being unwell & under treatment remained on leave w.e.f. 11/7/012 to 2/8/2012, he reported for duty alongwith medical certificate and application on 3/8/2012, the Management refused to receive the same and did not allow him to perform duty. As such action of the Management in terminating his services is illegal.

11. Per contra, A/R for the Management submitted that appointment of the workman was purely on contractual basis for a period of three years and the Management terminated the services of the workman vide letter dated 24/7/2012, in terms of clause (5) of the agreement/contract letter dated 15/11/2010 (Ex.WW1/3). As such, the Management was well within its rights to disengage the services of the workman/claimant at any time and as such, there is no violations of the provisions of Section 25-F of the Act . In fact, the Management had issued termination letter dated 24/7/2012 (Ex.WW1/M-1) to the claimant/workman and same is within the purview of Section 2(oo)(bb) of the Act.

12. To ascertain the truth, It will be worthwhile to refer to the evidence adduced on record by the parties, in the light of the appointment letter dated 15/11/2010, relevant extracts of which are reproduced hereunder :-

“Subject : Regularization of service as “Accounts Assistant”

Dear Mr. Kishan,

The management of Biman Bangladesh Airlines Ltd. has decided to appoint your as “Accounts Assistant for a contractual period of 3 (three) years under the following terms & conditions :-

1. Your consolidated monthly remuneration will be Rs.14,300/-
2. Your employment will be renewed after satisfactory completion of three years of service including six months of apprenticeship period.
3.
4.
5. Both the parties (Biman and/or employee) reserve the right to revoke the contract through serving 2 (two) weeks' notice in advance. However, Biman reserves the right to terminate your service forthwith on payment of notice pay.
6. You will be entitled to enjoy 14 days leave per year after completion of one year service. Any unutilized leave will not be accumulated for the next year.
7. Your appointment will be effective from 16th April, 10. ”

13. Though the claimant WW1 specifically denied the suggestion that letter Ex.WW1/M-1 was served upon him on 24/7/2012 whereby his contractual appointment was terminated, however the Management did not file on record any document like postal receipt or acknowledgement etc. to show that the said termination letter dated 24/7/2012 was actually served upon the claimant. On the contrary, it is the specific case of the claimant/workman that he happened to be on medical leave w.e.f. 11/7/2012 to 2/8/2012 and that on 3/8/2012 when he reported for duty alongwith medical certificate and application, Management did not allow him to perform duty. Sick leave application of the workman for the said period has been produced on record by the Management itself as Ex.WW1/M-2. The said leave application dated 3/8/2012 is on the prescribed proforma of the Management and bears the signatures of the workman/claimant. In the face of this document Ex.WW1/M-2, the version of the workman/claimant is believable and it appears that the Management has cooked up a false story and fabricated the termination letter dated 24/7/2012, inasmuch as had the Management disengaged the services of the workman through termination letter dated 24/7/2012 there was no question for the workman/claimant to submit his leave application Ex.WW1/M-2 on 3/8/2012 alongwith the medical certificate Ex.WW1/M-7, so produced by the Management. As per the contract/appointment letter Ex.WW1 the claimant/workman was entitled to enjoy 14 days leave per year and he had already put in service for about two years.

14. The workman/claimant also denied the suggestions of the Management that letter Ex.WW1/M-4 was sent to him by the Management alongwith a cheque of Rs.18,590/- (Ex.WW1/M-5), wherein his postal address written thereon is correct. He also denied the suggestion that he refused to accept the said letter Ex.WW1/M-4 when it was handed over to him by the postal authorities. Despite that the Management has not filed any document about the service of the said letter Ex.WW1/M-4 upon the workman. Moreover, this letter is dated 15/4/2013 whereas the cheque Ex.WW1/M-5 is dated 16/4/2013. It appears that the said letter was issued by the Management, only after the claimant/workman had filed the claim petition and notice of the same was received by the Management for hearing dated 17/4/2013, when Authorised representative of the Management had put in appearance before this Tribunal.

15. At the time when the services of the claimant were terminated w.e.f. 3/8/2012 or 24/7/2012 as the case may be, the workman/claimant had already served the Management for about two years. The appointment cum regularization letter Ex.WW1/3 clearly goes to show that the appointment though on contract basis, was made for three years. It is not the case of the Management that the workman was employed for any specific project/scheme and that is why the Management had shut down its business/operations in the year 2012 when the services of the claimant were terminated/disengaged. MW1 Mohd. Mofizul Islam –witness of the Management admitted that Management Airlines was operational but not in Delhi, in the year 2012, 2013 and 2014 intermittently. He also admitted that Airways Bills Ex.MW1/W-1 and MW1/W-2 are of the Management company. Same pertains to the period July, 2014 which shows that the Management company was in operation even in July, 2014. The Management has not led any evidence to show that the work or the post to which the claimant was employed itself ceased to exist when the services of the claimant were disengaged/terminated. In the given circumstances, this Tribunal is unable to accept the contention of the Management that the order of retrenchment/termination is within the purview of Section 2(oo)(bb) of the Act, inasmuch as contractual employment appears to have been resorted to as a mechanism to frustrate the claim of the employee to become regular or permanent against a job of regular and perennial in nature. In S.M. Nilajkar Versus Telecom, District Manager, Karnataka, AIR 2003 SC 3553, their lordships of Hon'ble Supreme Court interpreted Section 2(oo)(bb) of the Act and laid down the following propositions :-

“12. Retrenchment in its ordinary connotations is discharge of labour as surplus _though the business or work itself is continued, it is well settled by a catena of decisions that labour laws being beneficial pieces of legislation are to be interpreted in favour of the beneficiaries in case of doubt or where it is possible to take two views of a provision. It is also well settled that the Parliament has employed the expression “the termination by the employer of the service of a workman for any reason whatsoever”

while defining the term retrenchment which is suggestive of the legislative intent to assign the term retrenchment, a meaning wider than what it is understood to have in common parlance. There are four exceptions carved out of the artificially extended meaning of the term 'retrenchment' and therefore, termination of service of a workman so long as it is attributable to the act of the employer would fall within the meaning of 'retrenchment' do not the reason for termination. To be excepted from within the meaning of 'retrenchment' the termination of service must fall within one of the four excepted categories. A termination of service which does not fall within the categories (a)(b),(bb) and (c) would fall within the meaning of 'retrenchment'.

13. The termination of service of a workman engaged in a scheme or project may not amount to retrenchment within the meaning of Sub-clause (bb) subject to the following conditions being satisfied:

- i) that the workman was employed in a project or scheme of temporary duration.
- ii) the employment was on a contract and not as a daily wager simplicitor, which provided inter alia that the employment shall come to an end on the expiry of the scheme or project; and
- iii) the employment came to an end simultaneously with the termination of the scheme or project and consistently with the terms of the contract
- iv) the workman ought to have been apprised or made aware of the abovesaid terms by the employer the commencement of employment. ”

In **K. Rajendran Versus Director, Project and Equipment Corporation of India Ltd., 1995-III LLJ (Suppl.) 240**

Mad., the facts were that the petitioner was appointed as Messenger for 44 days at a time. He continued to work on similar terms for about three years and the work was available on the date of termination of his service. While rejecting the plea of the employer that termination of service was covered by clause (bb) of Section 2(oo), Hon'ble Madras High Court held as under :-

“But there is nothing in sub-clause (bb) which enables an unscrupulous employer to terminate the service of the workers on the ground of non-renewal of their contract even when the work for which they were employed subsists. The exception as contained in Sub-clause (bb) will have to be strictly construed and clause (bb) should be made applicable only to such cases where the work ceases with the employment or the post itself ceases to exist. Clause (bb) can not be made applicable to a case when the employer resorts to contractual employment as a device simply take it out of clause (oo) of Section 2 of the Act notwithstanding the fact that the work for which the workmen are employed continues or the nature of duties which the workman was performing are still in existence.”

In the light of aforesaid ruling and the facts of the case as discussed above, this Tribunal is the considered view that the action of termination of services of the claimant by the Management No.2 Biman Bangladesh Airlines Ltd. does not fall within the purview of sub clause (bb) of Section 2(oo) of the Act. 16) There is long line of decisions of Hon'ble Apex Court as well as of various High Courts that provisions of Section 25-F of the Act are mandatory in nature and termination of the workman from services in derogation of the provisions of Section 25-F of the Act will render action of the Management Bank to be illegal and void under the law.

17. Since there is no evidence on record that any valid notice was issued by the Management to the workman at the time of termination or in lieu of such notice, any compensation has actually been paid to the claimant/workman, as such action of the Management in terminating the services of the workman is held to be illegal and void.

18. Now the residual question is whether the claimant/work is entitled to any incidental relief of payment of back wages and/or reinstatement of service with full back wages. It is proved on record that claimant was continuously in the employment of the Management since 15/11/2010 and prior to that he had been working on daily wage basis since 16/4/2010. There is no show cause notice or memo issued to the claimant/workman by the Management. Moreover, the job of the workman being employed as Accounts Assistant is/was of perennial and regular nature relating the operation and management activities of the Airlines of the Management. The claimant has specifically pleaded and deposed on oath that he is unemployed from the date of termination of his services and he could not get any job despite his best efforts. The Management has not led any evidence in rebuttal so as to show that the claimant is gainfully employed somewhere.

19. The Hon'ble Apex Court in case **“Deepali Gundu Surwase v. Kranti Junior Adhyapak Mahavidyalaya”** reported as (2013) 10 SCC 324 has held as under :

“The propositions which can be culled out from the aforementioned judgments are :

- i) In cases of wrongful termination of service, reinstatement with continuity of service and back wages is the normal rule.

ii) Ordinarily, an employee or workman whose services are terminated and who is desirous of getting back wages is required to either plead or at least make a statement before the adjudicating authority or the Court of first instance that he/she was not gainfully employed or was employed on lesser wages. If the employer wants to avoid payment of full back wages, then I has to plead and also lead cogent evidence to prove that the employee/workman was gainfully employed and was getting wages equal to the wages he/she was drawing prior to the termination of service. This is so because it is settled law that the burden of proof of the existence of a particular fact lies on the person who makes a positive averments about its existence. It is always easier to prove a positive fact than to prove a negative fact. Therefore, once the employee shows that he was employed, the onus lies on the employer to specifically plead and prove that the employee was gainfully employed and was getting the same or substantially similar emoluments.”

20.. The Hon’ble Apex Court also held that different expressions are used for describing the consequence of termination of a workman’s service/employment/engagement by way of retrenchment without complying with the mandate of Section 25F of the Act. Sometimes it has been termed as ab initio void, sometimes as illegal per se, sometime as nullity and sometimes as non est. Leaving aside the legal semantics, we have no hesitation to hold that termination of service of an employee by way of retrenchment without complying with the requirement of giving one month’s notice or pay in lieu thereof and compensation in terms of Section 25F (a) and (b) has the effect of rendering the action of the employer and nullity and the employee is entitled to continue in employment as if his service was not terminated. (Anoop Sharma Vs. Executive Engineer, Public Health Division No.1 Panipat (2010) 5 SCC 497).

21. A Bench of three Judges of the Hon’ble Supreme Court in the case of Hindustan Tin Works Private Limited v. Employees of Hindustan Tin Works Private Limited (1979) 2 SCC 80 held that relief of reinstatement with continuity of service can be granted where termination of service is found to be invalid. It would mean that the employer has taken away illegally the right to work of the workman contrary to the relevant law or in breach of contract and simultaneously deprived the workman of his earnings. If thus the act of employer is found to be totally illegal and arbitrary, in that eventuality the workman is required to be reinstated, with full back wages. Plain common sense also dictates that the removal of an order terminating the services of workmen must ordinarily lead to the reinstatement of the services of the workmen alongwith payment of back wages.

22. However, Hon’ble Apex Court in the case General Manager, Haryana Roadways Vs. Rudan Singh, reported as 2005 SCC (L&S) 716 observed as under :-

“8. There is no rule of thumb that in every case where the Industrial Tribunal gives a finding that the termination of service was in violation of Section 25-F of the Act, entire back wages should be awarded. A host of factors like the manner and method of selection and appointment i.e. whether after proper advertisement of the vacancy or inviting applications from the employment exchange, nature of appointment namely, whether ad hoc, short term, daily wage, temporary or permanent in character, any special qualification required for the job and the like should be weighed and balanced in taking a decision regarding award of back wages. *One of the important factors which has to be taken into consideration is the length of service, which the workman had rendered with the employer. If the workman has rendered a considerable period of service and his services are wrongfully terminated, he may be awarded full or partial back wages keeping in view the fact that at this age and the qualification possessed by him he may not be in a position to get another employment. However, where the total length of service rendered by a workman is very small, the award of back wages for the complete period i.e. from the date of termination till the date of the award, which our experience shows is often quite large, would be wholly inappropriate. A regular service of permanent character cannot be compared to short or intermittent daily wage employment though it may be for 240 days in a calander year.”*

27. Yet in another latest case of Bholanath Lal and others Vs. Shree Om Enterprises (P) Ltd., Manu/DE/1922/2018 (decided on 10/5/2018), Hon’ble High Court of Delhi while considering the question of illegal termination and reinstatement held as under :-

“The cases in which the competent court or tribunal finds that the employer has acted in gross violation of the statutory provisions and/or the principles of natural justice or is guilty of victimizing the employee or workman, then the court or tribunal concerned will be fully justified in directing payment of full back wages. In such cases, the superior courts should not exercise power under Article 226 or 136 of the Constitution and interfere with the award passed by the Labour Court, etc. merely because there is a possibility of forming a different opinion on the entitlement of the employee/workman to get full back wages or the employer’s obligation to pay the same. The courts must always keep in view that in the cases of wrongful/illegal termination of service, the wrongdoer is the employer and the sufferer is the employee./workman and there is no justification to give a premium to the employer of his wrongdoings by relieving him of the burden to pay to the employee/ workman his dues in the form of full back wages.”

A similar view has been taken in the case of **Delhi Jal Board Vs. Vimal Kumar (decided on 5-4-2018) MANU/de/1322/2018** wherein service of a casual driver was terminated without any notice or payment of one month's salary in lieu of such notice. The Industrial Tribunal answering the reference held the action of the management to be illegal and in violation of Section 25-F of the Act. The Award was upheld by Hon'ble High Court of Delhi by observing as under :-

"In view of the above discussion, I am unable to discern any illegality or infirmity in the impugned Award, dated 29th May, 2003, of the Labour Court, to the extent that it holds the termination of the services of the respondent, by the petitioner, to be illegal and unlawful. I am entirely in agreement with the finding, of the Labour Court, that the services of the respondent were retrenched in violation of Section 25-F of the ID Act and that, therefore, he was entitled to be reinstated in service with all consequential benefits. In view of the fact that going by the age of the respondent as disclosed in the counter affidavit filed before this Court, he would, today, be only 50 years of age, and also in view of the fact that the termination of his services as SCM Driver was not on account of any deficiency or shortcoming detected in the manner of discharge by the respondent, of his duties as such, I am of the opinion, that the facts of the present case, do not warrant any interference with the direction, of the Labour Court, to the petitioner to reinstate the respondent in service with the benefit of continuity of service. The petitioner is, therefore, directed to reinstate the respondent in service forthwith.

Inasmuch as the respondent has not been rendering any service to the petitioner since the date of his termination, however, the back wages payable to the respondent would be limited to 50 per cent of the wages which he would have drawn he had continued to serve the petitioner....."

23. Having regard to the legal position as discussed above and the fact that the claimant was performing duty to a post of regular and perennial nature, this Tribunal is of the firm view that the claimant herein is entitled for reinstatement into service on the same post, with 50 per cent back wages, inasmuch as termination of the claimant/workman is per-se illegal, and the claimant/workman is not gainfully employed anywhere since after his termination by the Management No. 2. Award is passed accordingly against Management No. 2 M/s. Biman Bangladesh Airlines Ltd.

Date : 15.11.2018

AVTAR CHAND DOGRA, Presiding Officer